

MULVANE CITY COUNCIL
REGULAR MEETING AGENDA
Wednesday January 17, 2024
7:30 p.m. – City Hall

	Pages
Call Regular Meeting to Order	
Roll Call	
Pledge of Allegiance	
Approval of Regular Meeting Minutes dated January 3, 2024	2-5
Correspondence	
Public Comments (State Name and Address – 5 minutes)	
Appointments, Awards and Citations:	
1. Appoint City Council Replacement – Mayor Allen	6
2. Appoint City Council President – Mayor Allen	7-8
3. Volunteer Fire Service Awards – Gordon Fell	
Jim McDaniel – 35 years	
Captain Jason Mundell – 30 years	
Lt. Aaron Mattson – 30 years	

OLD BUSINESS:

NEW BUSINESS:

1. Mulvane Chamber Request for Funding – Brittany Kruger	9-11
2. CMB Application for the Mulvane Patriots – J.T. Klaus	12
3. Mulvane Sr. Center Agreement with Sedgwick Co. – Kaylie Mistretta	13-33
4. Engage Raymond James as Municipal Advisor for Potential PMIB Loan – J.T. Klaus	34
5. Enterprise Fleet Management – Kenneth Olsen	35-42

ENGINEER:

1. Engineer’s Update	43
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CITY STAFF:

2024 Project Review from Department Heads

1. Administration – Debbie Parker	44
2. Public Works and Utilities – Kevin Baker	45
3. Comprehensive Plan – Joel Pile	46-47
4. Public Safety – Gordon Fell	48-49

City Clerk

City Administrator	50-51
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1. Council Training – February 15th at 6 pm
2. 2024 Goals
3. Lead and Copper Survey
4. Local Government Day – January 24th, Topeka
5. City Leaders Academy – April 12th-13th, Manhattan

City Attorney

CONSENT AGENDA:

1. Payroll Dated 1/5/24 - \$248,495.25	
2. Warrant Register for December – \$1,091,011.39	52-57
3. Liquor License for Lily’s Cheers	58-60
4. Invoice from Core & Main for 2024 Annual Software Service Fee for AMI - \$23,091.08	61-62

ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:

1. Next City Council meeting – Monday February 5, 2024 – 7:30 p.m.

ADJOURNMENT

**MULVANE CITY COUNCIL
REGULAR MEETING MINUTES**

January 3, 2024

7:30 p.m.

The Mulvane City Council convened at the City Building at 211 N. Second at 7:30 p.m. Presiding was Mayor Shelly Steadman, who called the meeting to order.

COUNCIL MEMBERS PRESENT: Brent Allen, Tim Huntley, Nancy Farber Mottola, Kevin Cardwell, Kurtis Westfall.

OTHERS PRESENT: Austin St. John, Debra Parker, Mike Robinson, Chris Young, Gordon Fell, Joel Pile, Trish Gerber, Shon Gerber, Grant Leach, Sherry Leach, Todd Leeds, Amber Blankenship, Fred Heersche, Gabe Ponce, Victoria Balderas De Morgan, Tony Lamb, Shelby West, Aaron Mattson, Larry Beck, Gary Brownlee, Brittany Kruger, Pete Swart, David Buche, Shelda Leach, Bill Reekie, Lowell Ester.

PLEDGE OF ALLEGIANCE: All stood for the Pledge of Allegiance led by Mayor Steadman.

APPROVAL OF REGULAR MEETING MINUTES:

MOTION by Mottola, second by Huntley to approve the Regular meeting minutes dated December 18, 2023.

MOTION approved unanimously.

CORRESPONDENCE: Mayor Steadman and Councilmember Mottola received correspondence related to the decision about the naming of the park.

PUBLIC COMMENTS: Fred Heersche had comments regarding working for the Fire Department.

APPOINTMENTS, AWARDS AND CITIATIONS:

1. Service Awards:

Mayor Steadman presented 10-year service awards to Amber Blankenship and Fred Heersche and thanked them for their service. Two 10-year service award recipients where not present – Leisa Humphrey and Gary Gayer.

2. Staff Appointments:

At the first City Council meeting in January, the Mayor, by and with the consent of the City Council, must appoint the following City officers: City Clerk, City Treasurer, Chief of Police/Director of Public Safety, Municipal Court Judge, and City Attorney. The Mayor may also, by and with the consent of the City Council, appoint one or more Deputy City Clerks.

MOTION by Mottola, second by Allen to appoint the following officers for an annual term commencing January 2024:

City Clerk
Police Chief

Debra M. Parker
Gordon Fell

City Attorney	J.T. Klaus
City Treasurer	Shelby Fawcett
Deputy City Clerk	Lachelle Tootle
Municipal Court Judge	Larry Linn

MOTION approved unanimously.

City Attorney, J.T. Klaus, advised of a clarification of the State Statute referenced in the memo.

OLD BUSINESS

None

NEW BUSINESS

1. Mulvane Facility Use Agreement:

In October 2023, the City of Mulvane was approached by the Kansas Collegiate League Baseball (KCLB) about being the home of the Mulvane Patriots baseball team, and about use of the baseball field at the Mulvane Sports Complex. The council has asked for a facility use agreement to be written up to allow the Mulvane Patriots to utilize the city's facilities, including the sale of beer on game days.

Terms of the proposed agreement for the use of the Main Field at the Mulvane Sports Complex include - Payment of \$5,000 for the initial year, Team obligations of staffing their events, and City obligations of facility maintenance.

MOTION by Allen, second by Huntley to approve the Mulvane Facility Use Agreement.
MOTION approved unanimously.

ENGINEER

1. Project Review and Update:

Downtown Park – Park improvements have been completed and the park is open to the public.

Phase 2 Main "A" Sanitary Sewer – The City received a signed agreement from the BNSF for the proposed SS crossing at Bridge St./K-53. The Contractor has prepared a traffic control plan and a detailed project schedule.

Pearl St. Water Line, College Ave. to Park Ave. – The City is waiting for KDHE approval to proceed with construction.

GIS Mapping – The City Administrator and Engineer have completed a preliminary draft of a "Request for Proposal" (RFP) for GIS mapping services.

Phase 1 Harvest Point Addition Infrastructure – Approximately 75% of field surveys have been completed. Plans will be reviewed with Public Works.

2. Change Order #1 from Snodgrass Construction:

The Contractor is requesting a change order for cost overages that were not anticipated or included in their contracted price. The Engineer has reviewed the costs and believe the Contractor’s overage is a reasonable amount for the items described.

MOTION by Huntley, second by Westfall to approve Change Order #1 with Snodgrass & Sons Construction Co., Inc. in the amount of \$56,677.38 and authorize the Mayor to sign.

MOTION approved unanimously.

LAND BANK

MOTION by Mottola, second by Cardwell to recess the 1/3/24 City Council meeting and convene as the Mulvane Land Bank.

MOTION approved unanimously.

MOTION by Cardwell, second by Allen to approve the 8/21/23 Land Bank Trustee meeting minutes.

MOTION approved unanimously.

MOTION by Allen, second by Huntley to approve the Mulvane Land Bank Annual Report for 2023.

MOTION approved unanimously.

MOTION by Mottola, second by Allen to adjourn the meeting of the Mulvane Land Bank and reconvene as the Mulvane City Council.

MOTION approved unanimously.

CITY STAFF

City Clerk: Thanked the outgoing council for their service to the City.

City Administrator:

Emission Reduction and Mitigation Grant – City Administrator, Austin St. John, reviewed a grant opportunity for reducing the emission of greenhouse gases. The Federal Grant does not require matching funds. The minimum amount for a project is \$2 million. St. John asked the council for ideas they may have for potential projects. A preliminary plan is due in March.

Local Government Day – The League of Kansas Municipalities is co-hosting this event with the Kansas Association of Counties on January 24th. St. John invited councilmembers to attend this event. This is a great opportunity to visit with legislators about issues important to our community.

City Attorney: None

CONSENT AGENDA ITEMS:

MOTION by Mottola, second by Huntley to approve consent agenda items 1-5.

1. Payroll dated 12/22/23 - \$240,871.49
2. Tyler Tech Maintenance Agreement -\$36,395.01
3. Pay Appl. #7 – Snodgrass Construction - \$255,416.13

4. Utility Bills for November - \$19,562.73

5. Wire from Wesco - \$47,936.17

MOTION approved unanimously.

ANNOUNCEMENTS, MEETING, AND NEXT AGENDA ITEMS:

Next City Council Meeting – Wednesday, January 17, 2024, at 7:30 p.m.

Mayor Steadman announced the Sedgwick Co. Association of Cities will be held in downtown Wichita on January 13th. Incoming Mayor, Brent Allen, and Outgoing Mayor, Shelly Steadman, will attend the event.

Larry Beck asked permission to make a public comment. Beck described what Mulvane means to him and thanked the outgoing council and staff for their work. He reminded everyone to listen to the criticism, but to hang on to the positive because they have made Mulvane a better place to live.

ADJOURNMENT:

MOTION by Cardwell, second by Allen to adjourn the regular meeting of the Mulvane City Council.

MOTION approved unanimously at 8:10 p.m.

Minutes by:
Debra M. Parker, City Clerk



TRIPLETT WOOLF
GARRETSON, LLC

MEMORANDUM

TO: Mayor and City Council Members
FROM: Triplett Woolf Garretson, LLC
RE: Filling City Council Vacancy due to Promotion to Mayor
DATE: January 17, 2024

Background:

In 2015, the Kansas Legislature passed HB 2104 (the “Act”). The Act created new rules for filling governing body vacancies. The Act requires cities to hold a special election to fill a vacancy if that vacancy is not “otherwise” filled within sixty (60) days. Although there are different ways to interpret the Act, most practitioners read the Act together with a city’s existing vacancy-filling rules. Under this interpretation, a city may fill its vacancy using its own procedures. If the vacancy isn’t filled after sixty (60) days, a special election must be held to fill it.

In January 2002, the City of Mulvane, Kansas (the “City”) adopted Charter Ordinance No. 21 which “chartered out” from the state law applicable to cities of the second class as it relates to filling council vacancies (K.S.A. 14-308). Charter Ordinance No. 21 provides, in part:

*In case of a vacancy in the council occurring by reason of resignation, death, or removal from office or from the city, **the mayor, by and with the advice and consent of the remaining councilmembers, shall appoint an elector to fill the vacancy until the next election for that office.***

By promotion to Mayor on January 8, 2024, Mr. Allen’s seat will automatically become vacant. When read together with the Kansas law, it is the recommendation of the City Attorney that the safest route is to eliminate any doubt so as to select, approve and swear in a new Council Member within sixty (60) days of January 8, 2024.

Recommendation:

The recommendation for filling the vacancy created in the City Council is as follows:

1. The Mayor appoints an “elector” (a person over 18 years old residing in the city limits) to fill the vacancy.
2. The remaining Council Members consider the appointment and make a motion to “Approve the Mayor’s Appointment of _____ to the City Council.”
3. Assuming majority approval of the remaining City Council, have the new Council Member sworn at the earliest convenience, and, in any event, finish the whole process within sixty (60) days of the vacancy.

City Council Meeting
January 17, 2024

TO: Mayor and City Council
FROM: City Administrator
RE: Election of President of the City Council
ACTION: Elect a City Council President

Background:

Pursuant to K.S.A. 14-204, as chartered from with substitute provisions by the City of Mulvane, Kansas (the “City”) and as set forth in the Code of Mulvane, Kansas, the City Council shall elect from its membership a President of the Council. Attached is a list of past Presidents of the Council. Historically, it appears the City Council has rotated the position between Council Members.

Analysis:

The President of the Council presides at the City Council meeting in the absence of the Mayor, but still retains his or her voting rights. The President votes as a regular Council Member and does not cast any tie-breaking votes as in the case of the Mayor, even in the Mayor’s absence. The President does not assume the Mayor’s right of Veto, nor can the President of the Council typically sign an Ordinance when presiding (this right is reserved to the Mayor). Nonetheless, in the event of a permanent vacancy in the office of Mayor, the President of the Council does automatically become the Mayor and the City Council then simply appoints a replacement Council Member. Each year, the City Council has elected a President from its membership. It is appropriate to hold such an election following any City Council election.

Legal Considerations:

The legal process for electing a President of the Council is by simple motion approved by a majority of the Council. There is no formula or necessary consideration for the decision.

Financial Considerations:

The President of the Council gets the same \$50 per meeting as the rest of the Council Members.

Recommendation:

I nominate _____ as President of the Council. ((1) Someone must second the nomination; (2) Vote on the nomination.)

PAST PRESIDENTS OF THE COUNCIL

2012-2013	Joe Johnson
2013-2014	Doug Hatfield
2014-2015	Terry Richardson
2015-2016	Joe Johnson
2016-2017	Nancy Farber Mottola
2018-2019	Jenean Keck
2019-2020	Nancy Mottola
2020-2021	Nancy Mottola
2021-2022	Nancy Mottola
2022-2023	Brent Allen
2023-2024	Nancy Mottola

City Council Meeting
January 17, 2024

To: Honorable Mayor Allen and City Council
From: Mulvane Chamber Board & Brittany Kruger, Chamber Director
Subject: *Consideration of FY 24 Chamber Funding*

Background:

In January 2023 the Council provided the Chamber with \$32,000 to support its efforts in promoting economic development, supporting businesses and the local community.

2023 has been a year of change and growth, below are highlights from a few key Chamber activities from the past year:

- **Community Events** - With the collaborative efforts between Mulvane businesses, the City, Kansas Star Casino and the Chamber, we were able to promote the **VisitMulvane** campaign to thousands of new potential patrons.
- **Social Media Presence** - The Chamber added 300 new followers and reached over 32,000 people on Facebook in 2023; a 58% increase from last year.
- **Community Newsletter** – Implemented in September, published monthly, highlighting events and activities in Mulvane. Added over 150 email subscribers and that number continues to grow every month.
- **Shop Small Event** - We held our biggest Shop Small event ever with 68 vendors registered.

This past year, the Chamber welcomed 16 new members, improved our website presence with an interactive, online directory and continued to serve existing members and the city.

The Chamber serves multiple purposes in support of the goals and objectives of the City Council. We expect to exceed expectations this year and are looking forward to contributing to the growth and stability in 2024.

The Mulvane Chamber is requesting \$32,000 for FY 24. The funds provide for continued support and partnership. Attached is a budget summary of how the funds would be allocated.

Recommendation: Motion to approve FY 24 funding for the Mulvane Chamber of Commerce in the amount of \$32,000.

Mulvane Chamber of Commerce 2023 Proposed Budget	2023	2023	2024
	Proposed Budget	ESTIMATE	Proposed Budget
INCOME			
Membership Dues	\$10,500.00	\$12,000.00	\$15,000.00
Chamber Events			
Chamber Fundraiser	\$12,000.00	\$7,541.00	\$12,000.00
Easter Egg Hunt	\$500.00	\$450.00	\$450.00
4th of July Parade (New 2020)	\$1,000.00	\$800.00	\$1,000.00
Annual Membership Dinner	\$750.00	\$505.00	\$500.00
Safe Treat Night	\$400.00	\$450.00	\$400.00
Shop Small	\$500.00	\$2,100.00	\$2,300.00
Christmas Promotion/Elf Hunt	\$1,000.00	\$400.00	\$1,500.00
Luncheon & Learn	\$1,000.00	\$0.00	\$0.00
Coffee Talk			\$300.00
Chamber After Hours			\$500.00
Miscellaneous Events		\$1,175.00	
Street Banners		\$0.00	\$10,000.00
Chamber Directory			\$7,000.00
Director Education			
City of Mulvane	\$32,000.00	\$32,000.00	\$32,000.00
TOTAL INCOME	\$59,650.00	\$57,421.00	\$82,950.00
EXPENSES			
Payroll & Director			
Director Salaries	\$34,000.00	\$31,000.00	\$36,000.00
Payroll Fees	\$700.00	\$700.00	\$700.00
Development/Education/Conference	\$1,000.00	\$1,000.00	\$1,000.00
Professional Events	\$200.00	\$200.00	\$200.00
Phone - Director	\$480.00	\$480.00	\$480.00
Miscellaneous			
Total Payroll & Director Expenses	\$36,380.00	\$34,380.00	\$38,380.00
Chamber Office			
Office Equipment	\$3,000.00	\$3,000.00	\$3,000.00
Office Supplies	\$700.00	\$1,200.00	\$1,000.00
Utilities/Phone/Internet	\$2,300.00	\$2,300.00	\$2,300.00
Web Site & Maintenance	\$1,200.00	\$1,200.00	\$1,200.00
Subscriptions	\$100.00	\$100.00	\$100.00
Bank/Checks	\$75.00	\$75.00	\$75.00
Gifts			\$500.00
Chamber Insurance Expense	\$1,500.00	\$1,500.00	\$1,500.00
Total Chamber Office Expenses	\$8,875.00	\$9,375.00	\$9,675.00
Economic Development			
Marketing/New Member	\$1,000.00	\$1,000.00	\$1,000.00
Membership, TIAK, CCEK, SCKTR	\$600.00	\$600.00	\$600.00
Trade Shows/HS, WF, MCS	\$200.00	\$200.00	\$200.00
Advertising and Promotion	\$300.00	\$300.00	\$300.00
TIAK Conference	\$800.00	\$800.00	\$800.00
Chamber Directory			\$3,000.00
Street Banners	\$0.00	\$0.00	\$7,000.00
Total Economic Dev. Expenses	\$2,900.00	\$2,900.00	\$12,900.00
Chamber Events			
Easter Egg Hunt	\$200.00	\$200.00	\$200.00
Chamber Business Appr'n Picnic	\$800.00	\$800.00	\$800.00
4th Of July Parade	\$500.00	\$900.00	\$900.00
Chamber Fundraiser	\$3,500.00	\$4,500.00	\$4,000.00
Old Settlers	\$800.00	\$800.00	\$800.00
Teacher Lunch & Expo	\$600.00	\$800.00	\$800.00
Safe Treat Night	\$500.00	\$300.00	\$300.00
Annual Membership Dinner	\$500.00	\$322.00	\$3,000.00
Christmas Promo/Elf Hunt/Tree Lighting	\$1,500.00	\$3,000.00	\$3,000.00
Shop Small	\$200.00	\$75.00	\$100.00
Luncheon & Learn	\$1,000.00	\$0.00	\$0.00
Chamber After Hours	\$500.00	\$566.00	\$750.00
Miscellaneous Events	\$500.00	\$375.00	\$500.00
Total Event Expenses	\$11,100.00	\$12,638.00	\$15,150.00
TOTAL EXPENSES	\$59,255.00	\$59,293.00	\$76,105.00
NET TOTAL	\$395.00	-\$1,872.00	\$6,845.00

Chamber Year in Review

Membership

110
Members



16
New
Members



Communication



f **1,987 Followers**
137 posts, reached 32,367
60.4% more interactions

ig **1,145 Followers**
34 posts, reached 1,008
51.6% more interactions

2.7k Visitors
www.mulvanechamber.com
+1,407.2%, 86% are new visitors

46 ISSUES

Chamber Weekly
Email News Letter



4 ISSUES

Monthly Community Newsletter



578
Email
Subscribers



51%
Open
Rate

Events



3
Ribbon
Cuttings



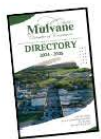
12
Community
Events



68
vendors

Shop Small Saturday

Looking ahead



**New physical Chamber
directory booklet**

Market on Main
One Sunday per month
from March - October



Networking

Coffee Talk



COFFEE TALK

Brought to you by:
Mulvane Public Safety &
Mulvane Chamber of Commerce

12
Events

45
Average
Attendance



"PROFESSIONAL SERVICE WITH HONOR"

Staff



Brittany Kruger

Executive Director
(316) 777-4850

MulvaneChamberDirector@gmail.com

Chamber After Hours

7
11 Events

12
Average
Attendance



January 17, 2024
City Council Meeting

TO: Mayor and City Council
FROM: City Attorney, J.T. Klaus, Triplett Woolf Garretson, LLC
RE: Mulvane Patriots CMB License
ACTION: **Approve Mulvane Patriots' CMB License**

Background:

In October 2023, the City of Mulvane, Kansas (the “City”) was approached by the Kansas Collegiate League Baseball (KCLB) about being the home of the Mulvane Patriots baseball team, and about use of the baseball field at the Mulvane Sports Complex. At its meeting on January 3, 2024, the City Council approved a Facility Use Agreement to allow the Mulvane Patriots to utilize the City’s facility. The proposed use would include the sale of beer on game days.

Sheldon Howell is now asking that he be issued the appropriate license to sell beer on behalf of the Mulvane Patriots on its game days.

Financial Considerations:

The \$200 application fee has been paid by Mr. Howell, and it will cost the City \$25 to purchase the tax stamp for the license.

Legal Considerations:

The City Attorney has advised that it would be best to have a calendar of days upon which CMBs will be sold and allowed on the premises. The Mulvane Patriots has asked that it simply be limited to “game days” to allow for rescheduling “rainouts”. The City Attorney has no issue with allowing “game days”, so long as that is suitable for law enforcement.

Recommendation/Action:

MOTION: I move we approve the Mulvane Patriots' CMB License.

City Council Meeting
January 17, 2024

TO: Mayor and City Council
FROM: Kaylie Mistretta, Senior Center Director
RE: Senior Center Agreement between Sedgwick County & City of Mulvane
ACTION: **Approval of Agreement for Senior Centers with Sedgwick County**

Background:

Since 2019, the City of Mulvane, Kansas (the “City”) has contracted with Sedgwick County, Kansas (the “County”) to establish a collaborative framework for the operation of the senior center. The Agreement for Senior Centers (the “Agreement”) is substantially the same as prior years. The Agreement outlines the terms and conditions for the operation and management of senior centers within our jurisdiction.

Mulvane Senior Center is a community focal point where seniors can go for a variety of services, education and social activities for adults age 55 and older. In order to receive County funding, each senior center is required to provide certain types of programming based on the level of senior center.

The key provisions/highlights of the Agreement include:

- Operational Framework:
 - Clearly defined roles and responsibilities for both County and the City in the operation and management of the senior center.
- Financial Arrangements:
 - Details regarding the allocation of financial resources and funding responsibilities for the senior center.
- Programs and Services:
 - Commitments on the development and implementation of diverse programs and services that cater to the needs and interests of our senior community.
- Maintenance and Upkeep:
 - Specifications regarding the maintenance and upkeep of the senior center, ensuring a safe and welcoming environment for all participants.

Financial Considerations:

Subject to County appropriation, this Agreement will provide \$35,000 for salaries from the County to the Mulvane Senior Center for 2024.

Legal Considerations:

The City Attorney has reviewed this Agreement. He notes that the City's proof of insurance requirements (including any automobile used) are contained in the contract. The Contract

requires careful documentation of costs, monthly reporting, and written safeguards against any conflicts or private gain.

Recommendation:

Motion to approve the Agreement for Senior Centers for the Mulvane Senior Center between the City of Mulvane, Kansas and Sedgwick County, Kansas for the 2024 budget year.

AGREEMENT FOR SENIOR CENTERS

by and between:

SEDGWICK COUNTY, KANSAS

and

CITY OF MULVANE, KANSAS

Mulvane Senior Center

This Agreement made and entered into this ____ day of _____, 2024, by and between Sedgwick County, Kansas (“County”) and City of Mulvane, Kansas (“Contractor”).

WITNESSETH:

WHEREAS, County wishes to make available certain senior centers to older adult residents of Sedgwick County; and

WHEREAS, County desires to engage Contractor to provide said services; and

WHEREAS, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

SECTION 1: SCOPE OF SERVICES

1.1 Purpose and Scope of Work. Contractor shall provide senior centers to eligible Sedgwick County participants, as those participants are defined herein. The parties agree that time is of the essence in Contractor’s performance of this Agreement.

1.2 Term. This Agreement shall be for the period commencing January 1, 2024 and ending December 15, 2024. Notwithstanding the foregoing, this Agreement may continue on a month-to-month basis for a reasonable time after December 15, 2024, if: (a) both parties agree to continue operating under the terms and provisions of this Agreement while actively negotiating an agreement for FY 2025 and (b) funds are available for the 2025 program year.

SECTION 2: CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants the following:

- a. Any funds provided for services under this Agreement which are unexpended upon termination of this Agreement will be returned to County.
- b. Its records used in the preparation of all reports are subject to review by County to insure the accuracy and validity of the information reported.
- c. This Agreement will be evaluated by County in terms of obtaining goals and objectives.

- d. It shall provide written notice to the Director of the Sedgwick County Department of Aging & Disabilities if it is unable to provide the required quantity or quality of services.
- e. It shall submit required eligible participant data reports and demographics reports by the 10th day of the month following each calendar quarter. These quarterly reports will include the following:
 - i. Total **unduplicated membership count** (participant must physically come into the Center to be counted).
 - ii. Total **duplicated participant count** for each *Baseline, Special Event* and *Educational* activity.
- f. All applicable records will be maintained by Contractor on such forms, as the Director of the Sedgwick County Department of Aging & Disabilities shall designate. Contractors who do not submit required reports in accordance with this paragraph will not be sent payments by the County until they are deemed in compliance with the requirements of this Agreement.
- g. To provide the Sedgwick County Department of Aging & Disabilities a copy of its Organizational Chart. This will be submitted at the beginning of the Contract year. Updated copies will be submitted promptly if changes occur during the duration of this Agreement.
- h. To provide the Sedgwick County Department of Aging & Disabilities a list of its Board of Directors, which is to include each member's name, address and phone number. This should be submitted at the beginning of the contract year. Updated copies will be submitted promptly if changes occur during the duration of this Agreement.
- i. To provide a smoke free building. In the event that Contractor does not provide a building, which is smoke free in accordance with this paragraph, no payment will be sent by County until Contractor is deemed compliant with the requirements of this paragraph.
- j. Attendance is required at the quarterly Senior Center Summit meetings. Notice of the meeting times and places will be provided by the Sedgwick County Department of Aging & Disabilities.
- k. An eligible participant in this program is:
 - i. a resident of Sedgwick County, Kansas; and
 - ii. fifty-five (55) years of age or older.

SECTION 3: COMPENSATION AND BILLING

3.1 Compensation. Payments made to Contractor pursuant to the terms of this Agreement shall be reimbursed at:

Salaries	\$35,000.00
TOTAL	\$35,000.00

County and Contractor agree that under no circumstances shall the total compensation paid to Contractor under this Agreement exceed THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00). This reimbursement shall be the sole compensation rendered to Contractor hereunder.

3.2 Invoicing and Billing. Contractor agrees that billings and payments under this Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed in Paragraph 3.1, Contractor shall submit billing for services provided to the County by the 10th day of each month or on a quarterly basis. Payment to Contractor shall be made within 30 days following receipt of Contractor's billing. Billings submitted after the 10th of the month may be rolled over to the next billing cycle. Line item billings must include documentation to be support the invoice request. Payments shall be made to Contractor only for items and services provided to support the contract purpose and if such items are those that are authorized by Paragraph 3.1. The County reserves the right to disallow reimbursement for any item or service billed by Contractor if the County believes that any item or service was not provided to support the contract purpose.

Properly submitted invoices and/or billing statements will be paid within thirty (30) calendar days of receipt by County. All invoices must be submitted on or before December 15, 2024. County will not honor any requests for reimbursement compensation received after this date.

3.3 Non-Supplanting Existing Funds. Grant funds made available under County mill levy grants and administered under this Agreement will not be used to supplant existing funds and/or funding sources, but will rather be used to increase the amounts of those other funding sources.

3.4 Reprogramming of Funds. In the event the amount of funds County actually receives from the mill levy is less than anticipated, or in the event that no funds are available to County for funding this Agreement, Contractor understands and agrees that County may decrease the total compensation and reimbursement to be paid hereunder, or may suspend or terminate this Agreement without penalty.

SECTION 4: CONTRACTOR'S PERSONNEL

4.1 Qualified Personnel. Contractor has, or shall secure at its own expense, personnel who are fully qualified in accordance with all applicable state and federal laws to provide the services as described herein. Such personnel shall not be Sedgwick County Department of Aging & Disabilities employees or have any other contractual relationship with the Sedgwick County Department of Aging & Disabilities. All of Contractor's personnel engaged, directly or indirectly, in the provision of services shall meet the requirements of this Agreement, all applicable federal laws, and all applicable laws of the State of Kansas.

4.2 Minimum Wage. Contractor shall comply with the minimum wage and maximum hour provisions of the Fair Labor Standards Act (29 U.S.C. § 201 *et seq.*).

4.3 Employee Conflict of Interest. Contractor shall establish written safeguards to prevent its employees from using their position with Contractor for a purpose that is, or gives rise to the perception that it is, motivated by a desire for private gain for themselves or others (particularly those with whom they have family, business, or other ties).

Contractor shall submit written notice to County in the event Contractor becomes aware that:

- a. an employee of the Department of Aging & Disabilities is also an employee of Contractor at time this Agreement is executed;
- b. an employee of Contractor seeks additional/alternate employment with the Department of Aging & Disabilities during the term of this Agreement;
- c. an employee of the Department of Aging & Disabilities seeks additional/alternate employment with Contractor during the term of this Agreement.

The Department of Aging & Disabilities shall have the sole discretion to determine what actions need to be taken to resolve the conflict. The Department of Aging & Disabilities may immediately terminate this Agreement without any further liability to Contractor if Contractor fails to adhere to the Department of Aging & Disabilities' decision.

4.4 Interest of Contractor. Contractor covenants and warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of program services pursuant to this Agreement.

4.5 Interest of Public Officials and Others. No County officer or employee, or any member of its governing body or other public official, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

4.6 Advisory Council Members. *[reserved]*

4.7 Gratuities and Favors. Contractor shall not directly or indirectly offer to any of County's officers, employees, or agents anything having monetary value including, without limitation, gratuities and favors.

4.8 Participant Safeguards. Persons convicted of the following types of crimes during the consecutive ten (10) year period immediately preceding execution of this Agreement or, at any time during the pendency of this Agreement, are restricted as follows:

- a. persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, or crime against another person are prohibited from performing services, administering this Agreement, or handling any funds conveyed hereunder;
- b. persons convicted of any crimes of moral turpitude, including without limitation, sex offenses and crimes against children are prohibited from performing services or otherwise interacting in any way with persons served pursuant to this Agreement; and
- c. persons convicted of a serious driving offense, including without limitation, driving under the influence of alcohol or a controlled substance, are prohibited from operating a vehicle in which a person served pursuant to this Agreement is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. §§ 8- 2116 and 8-2118.
- d. The terms "convicted" and "conviction" shall include: (i) convictions from any federal, state, local, military or other court of competent jurisdiction; (ii) nolo contendere ("no contest") pleas; and (iii) being placed into a diversion or deferred judgment program in lieu of prosecution.

- e. Any issues concerning the interpretation of this Section 4.8 or its application to an individual shall be referred to the Director of the Sedgwick County Department of Aging & Disabilities. The Director's decision shall be final for purposes of compliance with this Agreement.

SECTION 5: RECORDS, REPORTS, INSPECTIONS AND AUDITS

5.1 Internal Review and Corrective Action. Internal review and corrective action shall be carried out pursuant to the Department of Aging & Disabilities' Policies and Procedures Manual. An individual who feels that she or he has been treated in an unfair or discriminatory manner by employees, contractors or providers should contact County within sixty (60) days of the occurrence. An incident report will be completed and forwarded to the Director of the Sedgwick County Department of Aging & Disabilities for review. The Director will issue a timely written response to the individual, addressing his or her concern and detailing any actions taken to correct the inappropriate treatment. The decision by the Director is considered to be the final action on the issue. Identities of individuals filing a grievance shall be kept confidential to the extent possible.

5.2 Notice of Action-Including Notice of Appeal Rights. To the extent permitted by law, Contractor shall retain the right to appeal any final order or decision rendered at the administrative agency level which adversely affects the Contractor's interests, pursuant to the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions (K.S.A. 77-601 *et seq.*).

5.3 County Audit. County may request an audit for all funds received by Contractor from County as part of this Agreement. Any such audit shall be performed in accordance with the provisions of this Agreement. The audit shall cover Contractor's Accounting Information and other financial records which apply to this Agreement only. A copy of the audit requested by County shall be provided to the Department of Aging & Disabilities within twenty (20) days after receipt thereof. The audit may be requested by County at any time throughout the duration of this Agreement.

5.4 Audits by State or Federal Agencies. Contractor shall assist County in any audit or review of the program which might be performed by the Kansas Division of Legislative Post Audit or by any other local, state or federal agency by making persons or entities, documents, and copies of documents subject to Contractor's control available for the auditors or their representatives.

5.5 Documentation of Costs. All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation (hereinafter collectively referred to as "Expense Information") evidencing in proper detail the nature and propriety of the costs charged to the County.

5.6 Reports. During the term of this Agreement, Contractor shall furnish to County, in such form as County may require and upon County's request, such statements, records, reports, data and information pertaining to matters covered by this Agreement.

In addition, Contractor shall use the MySeniorCenter database platform to track membership, attendance, activities, reports, and any other information related to the program requirements of the Sedgwick County Department of Aging & Disabilities as outlined in this Agreement. County shall pay the cost of Contractor's MySeniorCenter database. At County's request, Contractor shall provide County with "administrator" access to Contractor's MySeniorCenter database, and such access shall include membership, attendance, activities,

reports, and any other information related to the program requirements of the Sedgwick County Department of Aging & Disabilities as outlined in this Agreement.

Payments to Contractor may be withheld by County if Contractor fails to provide all required reports in a timely, complete and accurate manner. Any payments withheld pursuant to this Section 5.6 shall be submitted to Contractor when all requested reports are furnished to County in an acceptable form. All records and information used in preparation of reports are subject to review by County to ensure the accuracy and validity of the information reported.

Without limiting the foregoing, Contractor shall report the following information to the Department of Aging & Disabilities on a semi-annual basis no later than the tenth (10th) day of July 2024 and January 2025:

- a. an unduplicated count of program customers served; and
- b. such other data necessary to evaluate the program's effectiveness and efficiency.

5.7 Retention of Records. Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

5.8 Access to Records. At any time during which records are retained by Contractor pursuant to Section 5.7 herein, Contractor shall make any and all of its records, books, papers, documents and data available to County (or an authorized representative of a State agency with statutory oversight authority) for the purposes of:

- a. assisting in litigation or pending litigation; or
- b. any audits or examinations reasonably deemed necessary by the Department of Aging & Disabilities.

SECTION 6: SUSPENSION & TERMINATION

6.1 Suspension of Services. County may, in its sole discretion, indefinitely suspend Contractor's performance of services pursuant to this Agreement by providing a two (2) day notice to Contractor. Contractor shall resume performance of services within three (3) days after receipt of notice from County.

6.2 Termination.

A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice, terminate immediately all or any part of this Agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of County, and Contractor shall be liable to pay to County any excess cost or other damages caused by Contractor as a result thereof.

B. Termination for Convenience. County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, Contractor shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, County's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.

C. Reduction in Funds. It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days' written notice.

SECTION 7: MISCELLANEOUS

7.1 Contractual Relationship. It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the goods and services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, or employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, or employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

7.2 Authority to Contract. Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

7.3 Notification. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Department of Aging & Disabilities
Attn: Contract Notification
271 West 3rd St. North, Suite 500
Wichita, Kansas 67202

and

Sedgwick County Counselor's Office
Attn: Contract Notification
100 North Broadway, Suite 650
Wichita, Kansas 67202

Contractor: City of Mulvane, Kansas
Attn: City Clerk
211 N. Second
Mulvane, Kansas 67110

7.4 Hold Harmless. Contractor shall indemnify County, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of Contractor's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

7.5 Liability Insurance. Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

Worker's Compensation Applicable State Statutory Employer's Liability	
Employer's Liability Insurance:	\$100,000.00
Contractor's Liability Insurance: Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability	
Bodily Injury: Each occurrence Aggregate	\$500,000.00 \$500,000.00
Property Damage: Each occurrence Aggregate	\$500,000.00 \$500,000.00
Personal Injury: Each person aggregate General aggregate	\$500,000.00 \$500,000.00
Automobile Liability – Owned, Non-Owned, and Hired: Bodily injury each person Bodily injury each occurrence	\$500,000.00 \$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A- and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

7.6 Entire Agreement. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the

subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

7.7 Assignment. Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

7.8 Amendments. Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

7.9 Subcontracting. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. In the event subcontracting is approved by County, Contractor shall remain totally responsible for all actions and work performed by its subcontractors. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

7.10 Severability Clause. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

7.11 Waiver. Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

7.12 Force Majeure. Contractor shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

7.13 Order of Preference. Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

- a. Sedgwick County Mandatory Contractual Provisions Attachment
- b. Written modifications and addenda to the executed Agreement
- c. This Agreement document

7.14 Environmental Protection. Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

7.15 Nondiscrimination and Workplace Safety. Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

7.16 Confidentiality. Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

7.17 Required Certifications. If Contractor is organized as a business entity of any sort, it shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. If Contractor is not officially organized in Kansas, it shall furnish evidence of authority to transact business in Kansas in the form of a certificate signed by the Kansas Secretary of State. The applicable certificate shall be provided to County on or before execution of this Agreement.

7.18 Certificate of Tax Clearance. Annually, Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than thirty (30) days prior to beginning date of the contract term.

7.19 Open Meetings. By accepting funding from County, Contractor agrees that all administrative meetings at which the management or distribution of such funding is a topic will be open to County officials and/or employees.

7.20 Publicity. Contractor shall not publicize in any manner whatsoever its participation in this Agreement, or the program services provided hereunder, without prior written consent of the County. County's support of program services shall be conspicuously acknowledged in all publicity releases.

7.21 Signs/Decals. Contractor agrees to allow County, upon County's request, to place signs and/or decals on Contractor's premises, the precise location of which shall be agreed upon by both parties. Such signs and/or decals shall state "A portion of the funding for this program is provided by the Board of Sedgwick County Commissioners."

7.22 Publication of Contract Results. If this Agreement results in a book or other material that may be copyrighted, the author is free to copyright the work. However, County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all such copyrighted material and all material which can be copyrighted.

7.23 Documentation of originality or source. All published and/or written reports submitted under this Agreement, or in conjunction with any thirty-party agreements hereunder, will be originally developed material unless specifically provided for otherwise. Material not originally developed that is included in published material and/or written reports shall identify the source in either the body of the publication and/or written report or in a footnote, regardless of whether the material is use verbatim or in an extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grant from Sedgwick County.

7.24 Drug Free Work Place Act of 1988 (49 CFR Part 32). Contractor is required to provide a drug-free workplace and comply with the Drug Free Work Place Act of 1988 as prescribed in 49 CFR Part 32.

7.25 Incorporation of Documents. Exhibit A (Sedgwick County Mandatory Contractual Provisions Attachment), Exhibit B (Sedgwick County Mandatory Independent Contractor Addendum), and Exhibit C (Program Goals and Objectives) are attached hereto and are made a part hereof as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

CITY OF MULVANE, KANSAS

Peter F. Meitzner, Chairman
Commissioner, First District

Brent Allen, Mayor

APPROVED AS TO FORM ONLY:

ATTEST:

Adrienn F. Clark
Assistant County Counselor

Debra M. Parker, City Clerk

ATTESTED TO:

[seal]

Kelly B. Arnold
County Clerk

EXHIBIT A
SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.

County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County

in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.

12. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.
15. **HIPAA Compliance.** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
17. **Tax Set-Off.** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the agreement, County will offset said delinquent taxes by the amount of the payment due under the agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.
18. **Inapplicability to Municipal Contractors.** The following provisions found in this Sedgwick County Mandatory Contractual Provisions Attachment shall be inapplicable if the contractor is a Kansas county, incorporated city, township, or improvement district: 8, 10, 17.
19. **Safety Recall Notices.** Throughout the term of the Agreement and at all times thereafter, Contractor must immediately notify County of any and all safety recall notices of products, goods and services Contractor has provided to County. In addition, Contractor shall remedy the recalled defect(s), at no cost to County, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to County in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section 18 survives expiration or termination of the Agreement.

EXHIBIT B
SEDGWICK COUNTY MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by County.
2. The parties agree that as an independent contractor, Contractor is not entitled to the following benefits from County: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than County. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against County's workers' compensation insurance and/or health insurance and further agrees to indemnify County for any such claims related to Contractor's operations or the performance of services by Contractor hereunder
3. The parties hereby acknowledge and agree that County will not: (a) require Contractor to work exclusively for County; (b) establish a quality standard for Contractor, except that County may provide plans and specifications regarding the work but will not oversee the actual work or instruct Contractor as to how the work is to be performed; (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide more than minimal training for Contractor; (e) provide tools or benefits to Contractor (materials and equipment may be supplied, however); (f) dictate the time of Contractor's performance; (g) pay Contractor personally when possible; instead, County will make all checks payable to the trade or business name under which Contractor does business; and (h) combine its business operations in any way with Contractor's business, but will instead maintain such operations as separate and distinct.
4. Contractor does not have the authority to act for County, to bind County in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of County.
5. Unless given express written consent by County, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and, if Contractor is given written permission to have other parties on site and the Contractor provides the appropriate coverage, the Contractor agrees to retain control over any persons employed by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. County will not provide training or instruction to Contractor regarding the performance of services hereunder.
9. Contractor will not receive benefits of any type from County.
10. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for County.
11. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
12. No workers' compensation insurance shall be obtained by County covering Contractor. Contractor shall comply with the workers' compensation laws pertaining to Contractor.
13. Contractor will not combine its business operations in any way with County's business operations and each party shall maintain their operations as separate and distinct.

EXHIBIT C
PROGRAM GOALS AND OBJECTIVES

A Senior Center is a community focal point where eligible participants come together for services and activities, which enhance the dignity, support the independence, and encourage the involvement of eligible participants in and with the community. As part of a comprehensive community strategy to meet the needs of eligible participants, Senior Center programs take place within and emanate from a facility. The senior center will be open six (6) to eight (8) hours per day, five (5) days per week.

A. GOALS.

- 1) Each Center will be required to provide assistance in fulfilling the social, educational, recreational, physical and emotional needs of eligible participants through the development, planning, and coordination of activities.
- 2) Each Center will be required to provide information and assistance to eligible participants regarding services including, but not limited to:
 - a) Adult Day Services
 - b) Case Management
 - c) Chore/Minor Home Repair
 - d) Commodities
 - e) Employment
 - f) Forms Assistance - Entitlement/Social Security/Medicaid
 - g) Housing Assistance/Referrals/Matches
 - h) In-Home Services - Respite/Homemaker/Attendant Care including:
 1. Program literature
 2. Resources from the Center Director
 - i) Legal Assistance
 - j) Nutrition - Congregate/Homebound
 - k) Shopping and Errand Assistance
 - l) Support Groups
 - m) Translation/Interpretation
 - n) Transportation
 - o) Wellness Screenings
- 3) Each Center will be required to provide coordinated comprehensive and appealing programs in the area of social participation and education as outlined in the *Baseline*, *Special Events/Projects* and *Education* sections.
- 4) Each Center shall work to mobilize interest, skills and abilities of Center participants in order for them to assist other elders within the community.
- 5) Each Center shall serve as a catalyst in bringing Center participants together with services that will meet their various needs.

B. OBJECTIVES.

Each Senior Center is a meeting and gathering point designed to give eligible participants a place for fellowship, a place to experience a sense of belonging, and a place to obtain information to enrich their lives. Eligible participants should be given the opportunity to plan, or assist in the planning, of Center activities. They should also be encouraged by the Center to become involved in community activities.

Each Senior Center will be required to provide the following:

- 1) *BASELINE ACTIVITIES*, which shall be selected from a list, which is standard for all Centers. Baseline activities are Center activities that occur on a regular basis (daily, weekly, monthly, and/or quarterly). Baseline activities are to be specified through a description with projected outcomes (i.e. average number of participants). The senior center will be required to provide a minimum of ten (10) Baseline activities per year. Examples include:
 - a) Crafts
 - b) Exercise
 - c) Games
 - d) Potluck/Meals (not including congregate meals)
 - e) Social/Support Groups

- 2) *SPECIAL EVENTS/PROJECTS* are activities, which require the planning, and/or coordination of the Center director/board. These activities are to be specified through a description with projected outcomes. The senior center will be required to provide a minimum of fifteen (15) Special Events/Projects per year. Examples include:
 - a) Community Charities
 - b) Fundraising
 - c) Intergenerational Programs
 - d) Dinner Events with Programs
 - e) Musical Events

- 3) *EDUCATIONAL* activities are those, which require the planning and/or coordination of the Center director/board. These activities are to be specified through a description with projected outcomes. The senior center will be required to provide a minimum of forty (40) Educational activities per year. At least eight of the 40 activities must include at least one program on each of the following: an evidence-based program (programs rated on Administration for Community Living Administration on Aging's Older American's Act Title IIID highest level evidence-based health promotion\disease prevention programs) caregiver, mental health, health promotion/disease prevention, fall prevention, medication management,

elder abuse and a program on public benefits. Examples of other activities include:

- 4)
 - a) Community Education
 - b) Education Services
 - c) Health Presentations/Workshops
 - d) Advocacy Opportunities
 - e) Retirement Planning
 - f) Volunteer Services and Opportunities
 - g) Educational Tours and Cultural Enrichment

- 4) The Center will employ at least a part-time director to plan, coordinate, and schedule activities. As part of the Director's regular job duties the Center director is expected to:
 - a) Create/Provide an entry point for aging services.
 - b) Be informed on aging services available within the community.
 - c) Schedule activities, presentations, and events; Develop and set-up programs; link with the community, other Centers, and participants to create opportunities for the Center, including:
 - * Advocacy
 - * Counseling
 - * Information and Assistance on services, (also includes program literature and resources).
 - * Outreach, which must include contact with someone to assist in service connection (home visits, telephone, etc.).
 - d) Provide the specified number of activities for each category.
 - e) Work to increase Center membership, and membership participation in activities, and submit an annual measurement of Center membership growth.
 - f) In an effort to expand services and activities and be a focal point in your community; work to strengthen your volunteer base by recruiting at least two percent (2%) of your membership to serve as volunteers to serve other members in need including temporary assistance in home, yard work, carpooling, bookkeeping, a calling tree, Medicare counseling, etc. By doing this volunteers could sign up with the Sedgwick County Department of Aging & Disabilities Volunteer Program to receive the benefits through this program. Benefits include: accidental medical, volunteer liability and auto liability insurance; background checks; support; recognition events; and monthly newsletter.
 - g) Require participation by a Center representative in the four (4) Senior Summit meetings which will be held to focus on objectives, review program updates and changes in aging services, share working models and strategically plan a common vision for Sedgwick County's Senior Center network. Arrangements need to be coordinated with the Program Manager to excuse absences,

which may be made up by attending a monthly Aging Network meeting.

- h) Attend at least six (6) hours of aging related education, obtaining documentation (Continuing Education Units or signed agenda) of attendance.
 - i) Maintain the MySeniorCenter database to track membership, attendance, activities, reports and any other information related to the program requirements.
 - j) Require senior center staff or a volunteer to be SHICK trained and provide SHICK counseling to senior center participants as needed
- 5) The Center will have adequate space for the following:
- a) Social and companionship activities; and
 - b) Separate privacy area for the purpose of counseling or meetings.
- 6) A Center should work to recruit volunteers to expand the services and activities with an emphasis on additional Center "Goals and Objectives" which expand Center programs and roles in the community.
- 7) A Center should expend the funds as outlined in the budget to accomplish the goals of the program.

NOTE: ANY ACTIVITY THAT IS INTRODUCED AS A NEW ACTIVITY WILL BE COUNTED AS A NEW ACTIVITY. WHEN THAT ACTIVITY BECOMES A REGULAR ACTIVITY, IT THEN WILL BECOME A PART OF THE BASELINE CATEGORY.

SEDGWICK COUNTY DEPARTMENT OF AGING & DISABILITIES WILL OFFER TECHNICAL ASSISTANCE TO SENIOR CENTERS UPON REQUEST IN AN EFFORT TO MAXIMIZE EACH CENTER'S POTENTIAL FOR IMPLEMENTING SUCCESSFUL NEW PROGRAMS.

C. OUTCOMES:

1. Seventy-five percent (75%) of participants will express that through their involvement with the Senior Center they have increased their level of activity and increase or changed their knowledge, skills or behavior.

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Specific Senior Center Goals, Objectives & Outcomes

Goal:

Promote and encourage brain usage to boost function by providing mind stimulating activities.

Objectives:

Provide educational classes and mindfulness/physical activity classes through Tai Chi Quan: Moving for Better Balance to 25 unduplicated participants.

Outcomes:

Ninety percent (90%) of participants will state that they have an increase in brain awareness and function.

[remainder of page intentionally left blank]

CITY COUNCIL MEETING
January 17, 2024

TO: Mayor and City Council
FROM: Municipal Advisor (Greg Vahrenberg of Raymond James & Associates)
SUBJECT: Municipal Advisory Services Agreement for Potential PMIB Loan
AGENDA: Action

Background:

The City has in the past used a loan program offered by the State of Kansas – Pooled Money Investment Board (“PMIB”) to help offset cashflow concerns related to the property tax refunds and settlements for the casino. The PMIB offers a four-year loan program that is designed to help ease the impact of any property tax refunds. The City of Mulvane took advantage of the PMIB Loan program in the past and may also consider doing so in regard to the current property tax refunds.

The PMIB Loan program is a financing approach that has a favorable interest rate and minimal costs. There is a process required to complete a PMIB Loan including an application. The City’s Municipal Advisor, Raymond James & Associates, has offered to help with this process and waive any fee for such services. For regulatory purposes in the securities industry, Raymond James does need to have an executed municipal advisor services agreement in place despite not charging a fee.

At the January 17, 2024 City Council meeting, the Council will consider engaging Raymond James & Associates to serve as Municipal Advisor for the placement of a PMIB Loan.

Financial Considerations:

Raymond James has waived its fee for providing assistance to the City and, as a result, there is no cost to the City.

Legal Considerations:

The City has the authority to sign the Municipal Advisory Services Agreement with Raymond James & Associates.

Recommendation:

City Staff’s recommendation is for the City to engage Raymond James & Associates as Municipal Advisor for the placement of a potential PMIB Loan.

Action/Sample Motion:

I move to engage Raymond James & Associates as Municipal Advisor for the potential placement of a PMIB Loan.



FLEET MANAGEMENT

PREPARED FOR:

City of Mulvane, KS

Ken Olsen

FLEET CONSULTANT

314-825-2208

PHONE

Kenneth.P.Olsen@efleets.com

EMAIL



FLEET SYNOPSIS | City of Mulvane, KS

Executive Summary

Enterprise Fleet Management is a privately held, full-service fleet management business for government agencies and other organizations operating medium-sized fleets of 20 or more vehicles. Enterprise Fleet Management is an affiliate of Enterprise Holdings and owned by the Taylor family of St. Louis.

With more than 50 fully staffed offices in the U.S. and Canada, the local Enterprise Fleet Management teams of experts assemble customized fleet management programs that are just right for our clients. Our expertise covers the full spectrum of a vehicle's lifecycle, including acquisition, registration, maintenance, use reporting, fuel card programs, and remarketing, as well as fleet analysis and optimization. And with more than 630,000 fleet vehicles managed across North America, Enterprise supplies a vast variety of makes and models for all vehicle categories, from cars to light and medium-duty trucks, service vehicles, and emergency response police units.

The City of Mulvane will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs. Your Account Team is located in the Wichita area so we can quickly arrive in-person to address any of your needs. Your Client Strategy Manager, Justin Harper, will meet with the City 4 times per year at a minimum to discuss strategy, budget preparation, and operational excellence.

Enterprise Fleet Management uses a combination of online tools, technologies, and automated processes to give our clients complete oversight of their fleet, lower overall costs, and provide convenience for drivers and administrators. These resources complement our local account management teams and allow us to supplement local support with self-service capabilities.

Enterprise is prepared to assist in all aspects of the City of Mulvane's fleet management structure. We have already designed a financial model that will guide your Account Team from the start. Enterprise will work with department heads to ensure we have the vehicles built and spec'd exactly as needed, we will have all aftermarket equipment confirmed, and the timeframe that the vehicles are needed to be delivered. Logistically, the new vehicles will be delivered to a local dealership, then to an aftermarket vendor if necessary for equipment upfit, after delivery Enterprise will then pick up the aged city units and sell them on the city's behalf.

Enterprise has built a financial model designed around Mulvane's fleet. Given the strong government acquisition power, low mileage patterns, and the Enterprise resale abilities, this financial model will allow the City to operate a newer, more efficient fleet at a lower budget and overall cost of ownership. This will also reduce the operational fuel and maintenance expenses, along with lowering the carbon footprint.

THE SITUATION

Current fleet age is negatively impacting the overall budget and fleet operations

- 39% of the light and medium duty fleet is currently 10 years or older
- 64% of the light and medium duty fleet is currently 6 years or older
- 10 years is the current average age of the fleet
- Over 10 years – time it would take to cycle the entire fleet at current acquisition rates
- Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime and loss of productivity.

THE OBJECTIVES

Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of over \$599,192 in 10 years

- Shorten the current vehicle life cycle from 12 years to 3 years
- Provide a lower sustainable fleet cost that is predictable year over year
- Significantly reduce cost of maintenance and repairs
- Reduce the overall fuel spend through more fuel-efficient vehicles
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity

Increase employee safety with newer vehicles

- Currently:
 - 2 vehicles predate Anti-Lock Brake standardization (2007)
 - 9 vehicles predate Electronic Stability Control standardization (2012)
 - ESC is the most significant safety invention since the seatbelt
 - 23 vehicles predate standardization of back up camera (2018)

THE RESULTS

By partnering with Enterprise Fleet Management, it is estimated that the City will reduce their fuel costs by over 20%. The City will also reduce maintenance cost by approximately 60%. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold. Furthermore, the City will leverage Enterprises Fleet Management's ability to sell vehicles at an average of 112% above Commercial Value Index. By shifting from reactively replacing inoperable vehicles to planning vehicle purchases, Mulvane will be able replace 36 of its oldest vehicles within the first five years, turning 100% of their vehicles into newer, safer, more efficient models.

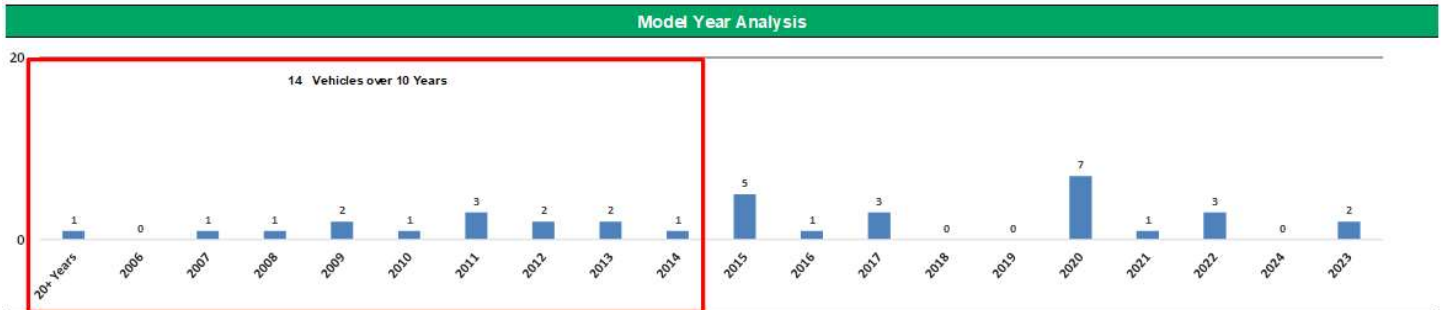
FLEET ANALYSIS | City of Mulvane

Fleet Profile				Fleet Replacement Schedule					Replacement Criteria
Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2024	2025	2026	2027	2028	Under-Utilized
Full-size Sedan-ERV	2	14.5	8,500	2	0	0	0	0	0
Mid Size SUV 4x4-ERV	1	1.8	11,900	0	0	0	0	1	0
Full Size SUV 4x2-ERV	3	10.3	12,800	3	0	0	0	0	0
Full Size SUV 4x4	6	6.3	9,400	1	1	0	2	2	0
Full Size SUV 4x4-ERV	4	5.9	12,900	1	0	1	2	0	0
Compact Pickup Ext 4x4	2	13.0	6,600	2	0	0	0	0	0
1/2 Ton Pickup Reg 4x4	8	10.9	5,000	2	3	2	1	0	0
1/2 Ton Pickup Ext 4x4	1	13.0	5,500	1	0	0	0	0	0
3/4 Ton Pickup Reg 4x4	4	4.9	7,100	1	0	0	1	2	0
3/4 Ton Pickup Ext 4x4	1	16.1	5,100	1	0	0	0	0	0
3/4 Ton Pickup Quad 4x4	2	9.0	12,600	2	0	0	0	0	0
1 Ton Cab Chassis	2	2.5	6,400	0	0	0	1	1	0
Totals/Averages	36	8.6	8,500	16	4	3	7	6	0

Replacement Criteria:

- * Fiscal Year 2024 = 12 years old and older, or odometer over 100,000
- * Fiscal Year 2025 = 8 years old and older, or odometer over 53,300
- * Fiscal Year 2026 = 6 years old and older, or odometer over 86,600
- * Fiscal Year 2027 = 4 years old and older, or odometer over 79,300
- * Fiscal Year 2028 = Remaining Vehicles
- * Underutilized = Annual Mileage less than 1,000

Vehicle Types



Current Fleet	36	Fleet Growth	0.00%	Proposed Fleet	36
Current Cycle	12.00	Fleet Annual Miles	8,500	Proposed Cycle	3.28
Current Maint.	\$219.58	Current MPG	10	Proposed Maint.	\$43.40
Maint. Cents Per Mile	\$0.31			Price/Gallon	\$3.50

Fiscal Year	Fleet Mix			Fleet Cost							Annual	
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	36	3.0	36	0	135,588	0	-6,000		94,860	107,100	331,548	0
'24	36	16	20	16	0	176,907	-113,000	-19,373	61,033	93,500	199,067	132,481
'25	36	7	16	20	0	236,220	-50,850	-38,110	52,576	90,100	289,937	41,611
'26	36	9	13	23	0	258,781	-56,400	-121,377	46,234	87,550	214,788	116,760
'27	36	20	6	30	0	359,537	-182,700	-70,350	31,434	81,600	219,522	112,026
'28	36	16	0	36	0	410,349	-167,400	-184,769	18,749	76,500	153,429	178,118
'29	36	17	0	36	0	410,349		-169,080	18,749	76,500	336,517	-4,970
'30	36	17	0	36	0	410,349		-142,656	18,749	76,500	362,942	-31,395
'31	36	15	0	36	0	410,349		-113,184	18,749	76,500	392,414	-60,867
'32	36	12	0	36	0	410,349		-209,346	18,749	76,500	296,252	35,296
'33	36	19	0	36	0	410,349		-254,181	18,749	76,500	251,416	80,131
10 Year Savings											\$599,192	

CASE STUDY | City of Mulvane

CASE STUDY | CITY OF LENEXA



The City of Lenexa see big savings with new fleet vehicles.

BACKGROUND

Location: Lenexa, KS
Industry: Government
Total vehicles: 72 vehicles

THE CHALLENGE

The City of Lenexa was holding onto vehicles for 10 years and would only replace the vehicles if maintenance costs became too high or they were inoperable. As issues would arise, city managers would rush to get the vehicle fixed, find funds to cover the repair and make sure the employee was able to do his or her job. The process of maintaining an aged fleet with high and unpredictable maintenance costs became a grueling task for The City to manage.

THE SOLUTION

Enterprise Fleet Management presented the City of Lenexa with a proactive fleet management program. The solution would replace most of the light-duty vehicles within the first year of partnering with Enterprise, which would provide the city with a newer, more reliable fleet.

“We were skeptical at first because the numbers looked too good to be true. Once we made the choice to work with Enterprise Fleet Management, it was exciting to have a new fleet of vehicles for our employees. When we saw savings over 22% on fuel costs, just by switching to newer vehicles, that alone was worth the change.”

— Nick Arena, Asst. Municipal Services Director

By replacing 45 light-duty vehicles in the first year, The City realized immediate operational savings. Enterprise Fleet Management helped acquire vehicles with volume incentives to lower the initial order and reduce the total cost of ownership for the City of Lenexa.

THE RESULTS

The City now offers its employees vehicles that have up-to-date safety features and with overall improved reliability. This has helped improve the satisfaction of the workforce. The partnership has also helped The City standardize its fleet and utilize the best vehicles based on the equipment needed for the job. The program offers flexibility to replace units more frequently, in shorter cycles so it will continue to experience overall savings. With a newer fleet of vehicles, The City of Lenexa experienced a 22% decrease in fuel costs and a 70% decrease in unplanned maintenance expenses. Additionally, the new fleet strategy allows city employees to focus solely on their core responsibilities instead of vehicle maintenance issues.

To learn more, visit efleets.com or call 877-231-FLEET.

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Key Results

22%
SAVINGS
IN FUEL COSTS



REDUCED MAINTENANCE
SPEND BY
70%

6%
TOTAL SAVINGS
WITH FLEET AGE
LESS THAN 5 YEARS



PROGRAM RESOURCES | City of Mulvane

SAFETY

- 41% of all vehicles are older than 10 years of age and do not contain the most up to date safety features, such as electronic stability control and airbag standardization and anti-lock brake control.

ACCOUNT MANAGEMENT

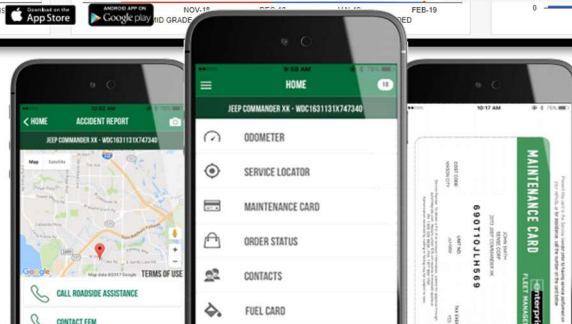
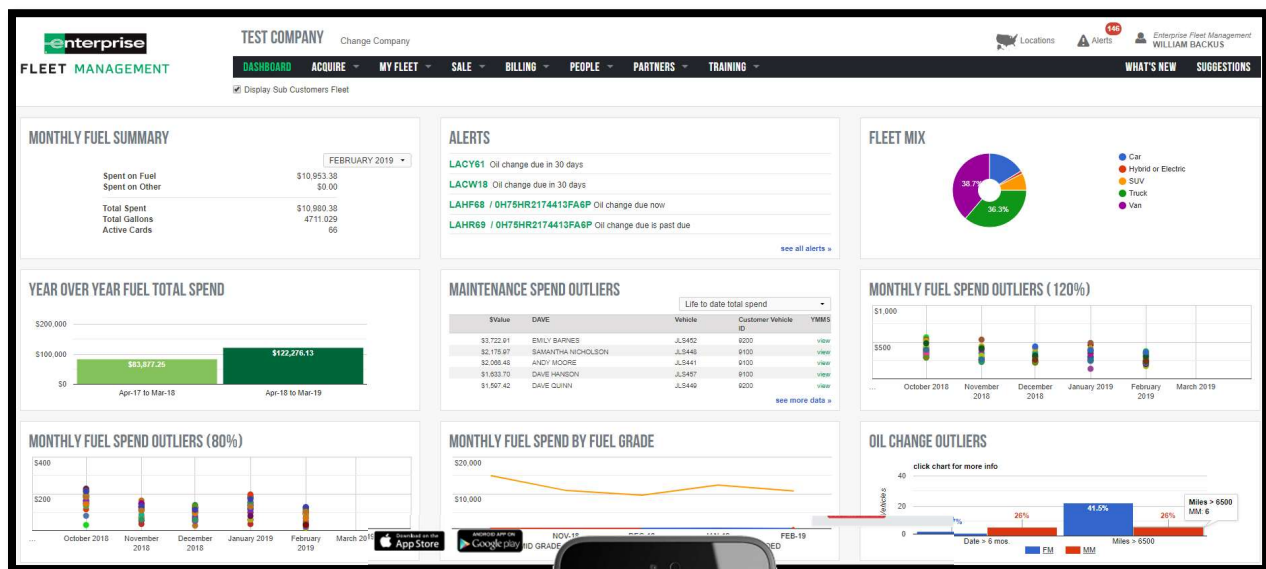
Mulvane will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Your dedicated Client Strategy Manager meets with you 4 times at a minimum per year for both financial and strategic planning.
- Your Client Strategy Manager will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and fleet replacement analysis.

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers all of the convenience and functionality they need.

- **Consolidated Invoices** - Includes lease, maintenance, and any additional ancillaries
- **Maintenance Utilization** - Review the life-to-date maintenance per vehicle
- **Recall Information** - See which units have open recalls
- **License & Registration** - See which plate renewals are being processed by Enterprise and view status
- **Alerts** - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis** - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



REFERENCES | City of Mulvane

LOCAL CURRENT PARTNERS

- Unified Government of WYCO/KCK
- City of Prairie Village, KS
- City of Lenexa, KS
- City of Arkansas City, KS
- City of Valley Center, KS
- Shawnee County, KS
- City of El Dorado, KS
- City of Pittsburg, KS
- City of Derby, KS
- City of Andover, KS
- City of Emporia, KS
- City of Salina, KS
- City of Osawatomie, KS
- City of Wellington, KS
- City of Haysville, KS
- Ellis County, KS

REFERENCES:

Below is a list of three client references including company name, contact person, and telephone number.

1. City: **City of Salina, KS**
Business Phone #: (785) 309-5700
Contact Person: Jacob Wood, Deputy City Manager
2. City: **City of Prairie Village, KS**
Business Phone #: (913) 477-7880
Contact Person: James Carney, Superintendent
3. City: **City of Andover, KS**
Business Phone #: (316) 977-9412
Contact Person: Jenni McCausland, City Administrator

COOPERATIVES:

SOURCEWELL Purchasing Cooperative

Vehicle Maintenance 2023									
	Public Works	Fire	Police	Ambulance	Planning & Zoning	Electric	Water	Sewer	
Total Charged to Vehicle Maintenance	\$ 30,197.21	\$ 21,735.13	\$ 57,955.09	\$ 21,063.38	\$ 90.49	\$ 14,553.03	\$ 6,187.81	\$ 7,401.14	
Vehicle Maintenance that would not be covered under Enterprise (would still need to be budgeted for)	\$ 25,029.54	\$ 17,722.35	\$ 10,445.59	\$ 21,003.99	\$ 80.00	\$ 11,704.72	\$ 5,206.24	\$ 6,638.79	
Actual Vehicle Maintenance Potentially covered under Enterprise	\$ 5,167.67	\$ 4,012.78	\$ 47,509.50	\$ 59.39	\$ 10.49	\$ 2,848.31	\$ 981.57	\$ 762.35	
NOTE: Things that would still be budgeted for oil changes and tires. Any maintenance on specialty vehicles that we have that we would still maintain.									
Examples - Fire Trucks, Ambulances, Dump Trucks, Street Sweeper, Bucket Truck, Mowers									

**CITY COUNCIL MEETING
MULVANE, KANSAS
January 17, 2024**

TO: The Honorable Mayor and City Council
SUBJECT: **Engineer’s Report on Infrastructure Projects**
FROM: Christopher R. Young, PE, City Engineer
ACTION: Status Updates on City Infrastructure Projects

Outlined below is a list of City projects currently under design, review, and/or construction followed by a brief status report for each project.

Project Name/Description	Project Status
Phase 2 Main A Sanitary Sewer Improvements <i>(Bond Issue funding)</i>	<p><u>Completed to Date:</u> The City received a proposed traffic control plan (TCP) from Apex and provided comments. KDOT has also received the TCP and provided comments. Apex is working to schedule a meeting with the City and KDOT to address all comments and gain approval. The Contractor’s schedule indicated a start date of 1/9/24. Prevailing weather conditions have delayed the start date.</p> <p><u>Remaining Work:</u> KDOT approval of a (revised) traffic control plan. Contractor coordination with BNSF’s field engineer (Wilson & Co.) including shop drawings and scheduling. K-One call, field verifications for existing utilities, material staging, construction staking and traffic control installations at Bridge St./K-53 and Boxelder.</p> <p><u>Contract Status:</u> Phase 2 current contract amount with Apex Excavating, LLC is \$1,161,060.00. The contract time for Phase 2 is 180 calendar days. The Contractor has up to 90-days of the agreement date to begin work.</p>
Pearl St. Water Line, College Ave. to Park Ave. <i>(ARPA grant funding)</i>	<p><u>Completed to Date:</u> Final design plans were submitted to KDHE on 10/4/23.</p> <p><u>Remaining Work:</u> The City is waiting for KDHE approval to proceed with construction.</p> <p><u>Contract Status:</u> The City’s Public Works - Utility Department plans to construct, inspect and oversee construction of the water line replacement.</p>
GIS Mapping Updates <i>(Administration Operating Budget)</i>	<p><u>Completed to Date:</u> The City Administrator and Engineer have completed a preliminary draft of a “Request for Proposal” (RFP) for GIS mapping services. The RFP is being reviewed by Public Works and Utilities.</p> <p><u>Remaining Work:</u> Address staff comments and distribute the RFP to prospective GIS mapping companies, receive and evaluate proposals.</p> <p><u>Contract Status:</u> TBD based on proposals received/approved.</p>
Phase 1 Harvest Point Addition Infrastructure <i>(Municipal Bonds)</i>	<p><u>Completed to Date:</u> All field surveys have been completed. Preliminary Mass Grading and Detention Ponds and Sanitary Sewer plans are approx. 85% complete.</p> <p><u>Remaining Work:</u> Complete preliminary Mass Grading and Detention Ponds, Sanitary Sewer, Storm Sewer and Water Line plans. Submit plans to Public Works, received comments and proceed with final plans and permit applications.</p> <p><u>Contract Status:</u> An engineering services agreement and estimated timeline for design and construction oversight was presented and approved by the City Council on 12/3/23.</p>

2024 Projects for the Administration Department:

Install electric along the bench in the Council Chambers, upgrade to LED lighting throughout the building and replacement of some of the light switches - \$15,000

Replace the water damaged floor in the Council Foyer and Restrooms - \$7,000

Replace Sharp copier/printer which has reached End of Life – \$10,000

Remodel part of the basement to accommodate additional storage area and secure with locking doors - \$30,000

Replace surface computers for Council - \$12,000

Server upgrade – Has reached End of Life - \$18,000

**CAPITAL IMPROVEMENT PROGRAM
2024
January 4, 2024**

<u>PROJECT [1]</u>	<u>ESTIMATED COST</u>	<u>YEAR</u>	<u>FINANCE OPTIONS [4]</u>
WATER			
4" Water Line E Pearl, from Park to College-Replace existing 2" water line with new 4" main, [2] Expansion of Main Shop	\$ 52,000.00	2024	Water Operating Budget
WASTEWATER			
GIS Mapping and database for Sanitary Sewer Collection System, [2]	\$ 46,000.00	2024	Wastewater Operating Budget
Phase 2 Sewer Main "A" Replacement	\$ 1,340,000.00	2024	Bond issue
Sanitary Sewer Rate Study, [3] Generation addition at Lift Station in Trail Ridge	\$ 5,000.00	2024	Wastewater Operating Budget
STREETS - DRAINAGE			
Styx Creek Flood Mitigation Master Plan	\$ 35,000.00	2024	Storm Sewer
2024-2029 Storm Water Management Plan Update (per 2023 KDHE audit)	\$ 3,500.00	2024	Storm Sewer
2023 Annual MS4 Report	\$ 2,500.00	2024	Storm Sewer
Storm Sewer Design Standards and Rate Study	\$ 5,000.00	2024	Storm Sewer
Styx Creek Channel Improvements, K-15 to North End English Park, Design/Permitting Settlers Addition Mill and Overlay	\$ 100,000.00	2024	Storm Sewer
ELECTRIC			
Transformer for new Substation adjacent to Power Plant Repair Generator at Power Plant			
PARKS			
Paint Band Shell in Main Street Park			
Sub-Total Estimated 2024 Infrastructure Project Costs, [1]		\$	1,589,000.00

[1] Infrastructure projects listed above are preliminary only and do not include projects from Public Works and other departments.
[2] Based on Public Works estimates in the 2021-2026 CIP and increased approx. 15% (2021 value to 2024 value).
[3] Recommend Public Works review opportunities for cost assistance from KRWA.
[4] To be confirmed by City Admin/Finance staff, including alternative funding sources.

January 17, 2024

MEMORANDUM

To: Honorable Brent Allen and City Council
From: Joel Pile, Planning & Zoning Administrator
Subject: *2024-2034 Mulvane Comprehensive Plan*

Background: The Comprehensive Plan is Mulvane’s policy document for guiding growth and development within the city over a 10-year planning period. The plan’s purpose is to provide a policy framework for zoning and land use regulations, demonstrate consistency with regional and statewide goals, rules, and laws, and serve as a cohesive vision for future planning activities.

Mulvane last updated its Comprehensive Plan in 2013. Since then, Mulvane’s growth has outpaced that of the state of Kansas (3 percent), growing more than twice the state’s rate at 7.7 percent from 2010 to 2020. According to the U.S. Census Bureau, Mulvane grew from 6,282 in April 2010 to 6,763 residents in July 2022. Recent projections estimate Mulvane’s population will be 7,440 by 2033.

Mulvane’s planning challenge is to reinforce and strengthen the livability of the city in the face of rapid growth. A related challenge is the desire by some for more economic growth and housing opportunities; and by others, for minimizing development to maintain and enhance the area’s quality of life. An updated Comprehensive Plan and its land use goals and policies is necessary to guide development for at least the next ten years.

The current Comprehensive Plan needs revisiting since it was last adopted in 2013. Over the last ten years, the Comprehensive Plan has been updated in a piecemeal manner with various applicant and staff-initiated amendments. Although many of the goals and policies of the current Plan still hold value, the fundamental data, trends, and land use issues are becoming outdated. The updated Comprehensive Plan needs to incorporate community input to craft new and updated goals and policies regarding agriculture, housing, recreation, natural resources, natural hazards, economic development, and transportation. An updated community vision will carefully discuss and balance these values.

The Planning Commission will initiate a Request for Proposals (RFP) for consulting services to aid in the update of the City's Comprehensive Plan, beginning early in 2024 with project completion estimated for early 2025.

The scope of services will likely include the following:

1. Develop and initiate, with staff and the Planning Commission, conversations about Mulvane's future specifically related to the unincorporated area between Mulvane and Derby.
2. Establish and execute a communication and information strategy so there is appropriate community/stakeholder/business involvement throughout the planning process for the Comprehensive Plan.
3. Define the role of the Planning Commission for engaging the community and receiving public input.
4. Coordinate community-wide surveys, an interactive project website, GIS maps and interactive web maps, and a social media presence.
5. Facilitate a creative and innovative public outreach and participatory process in coordination with staff to gather community input.
6. Actively engage community members and stakeholders. Including exploring opportunities to reach out to residents during non-traditional hours and days of the week.
7. Formulate and recommend an updated Comprehensive Plan with goals and policies.

Financial Consideration: The estimated cost of the plan is \$60,000 to \$70,000.

City Council Meeting
January 17, 2024

TO: Mulvane City Council
FR: Gordon Fell, Director of Public Safety
RE: 2024 Projects
ACTION: Information Only

Mulvane Emergency Medical Services

Ambulance replacement, we need to order and determine the best funding mechanism to make the purchase. Prior suggestions included a lease purchase. The build time on this project ranges 6 to 18 months.

We will be looking for grant options for radio improvement improvements for EMS.

EMS Staff will continue rolling out more phases of the Records Management Program and evaluating the usage, to make sure we are efficient as we can be in the field.

Expanding our involvement with Merge Statewide Response Team.

Participation in Region 3 EMS Meetings, Kansas Board of EMS, and KEMSA

Joint facility maintenance and improvements with Mulvane Fire Rescue.

Mulvane Fire Rescue

Closing out 2023 Radio Grants.

Monitoring for additional grant opportunities.

Develop a joint hydrant testing program with Public Works Staff, to ensure we have the most accurate water supply data is available.

Explore a Mobile Record Implementation/ Access project for the two duty officer vehicles.

Staffing is becoming increasingly more difficult. We plan to explore some possible grants for staffing and look to explore options including but not limited to full-time, part-time, and volunteer recruiting.

Participation at Sedgwick County and Sumner County Chiefs Meetings, Kansas State Fire Fighter Association, Arson Investigation Meetings.

Mulvane Police Department

Completion of our mobile computer automated dispatch and records management project.

Completion of our portable radio project including addition of encryption.

Exploring and purchasing mobile radios for patrol fleet.

Expansion of our LPR System as the city territory expands.

Exploring the implementation and time frame for an additional School Resource Officer.

Starting the Kansas Law Enforcement Accreditation process.

Participation at the Kansas Police Chief's Association (State and Region), Sedgwick County Chiefs Association

All of Public Safety

We continue to fight the wage battle with many other departments. It is vital that we stay competitive with employment packages. Wage increases are going to need to be significant and consistent not only to recruit but to maintain the great staff members we have. Exploring the ability to change public safety to the Kansas Police and Fire Retirement system just as many agencies have done.

Continue to explore options for implementation of Enterprise Fleet Management.

Additional facility security measures.

City Administrator Report

1/17/24

1. Council Training February 15th at 6 pm

I would like to schedule a workshop for council training. This training would go over the basics of being a council member/mayor, some information about the city itself and a KOMA/KORA class put on by our city attorney. We are looking at February 15th at 6 pm. Does this date work for the governing body?

2. 2024 Goals

a. 10-year Comprehensive Plan

The comprehensive plan is a guide for the city on responsible growth, driven by feedback from our community. It is extremely important we get this plan completed as it will help us in our decision-making process.

b. Establishing Reserve Funds

Currently, the city has only one true reserve fund; the Municipal Equipment Replacement Fund. The city does have reserve money, but it is not as sectioned off, flexible and visible as a reserve fund that is established as a non-budgeted fund. My plan is to follow the necessary legal process to establish reserve funds, at minimum, for each of the main operations funds. These funds will help those using the city's budget understand how the city is potentially saving money over time. There will also be discussion of other types of funds that could be established to further assist in financial goals.

c. GIS Mapping

GIS mapping is the process of recording asset (water, sewer, storm sewer and electric lines/features) locations for the purpose of general maintenance and large-scale projects. The city currently has some mapping completed, but my aim is to map the remaining assets and get them into a usable digital format for our crews, consultants and contractors to be able to access and utilize for planning purposes.

3. Lead and Copper Survey - [Mulvane lead and copper survey](#) ←Survey Link

The city of Mulvane, along with the rest of the state of Kansas, is being required to gather information on lead within the city. They are asking that residents report on whether they have lead in their pipes or not. The state has not announced a remediation plan, but all indications are that there will be a requirement to remove lead from our water system and in homes/businesses. Above is the link to the survey our staff has been asking residents to fill out. If you have not filled out this survey, please do so. Fill it out for each of your properties. If you have any questions about this survey, please let us know and we will help you get the answers.

4. Local Government Day – January 24th

Local Government Day is a chance for us to meet with our legislators and discuss the important issues at hand for the city of Mulvane. I plan to schedule meetings in the morning with our legislators. The League of Kansas Municipalities and the Kansas Association of Counties put on an even in the afternoon featuring speeches from high ranking legislators, followed by a networking event with our legislators. If you would like to attend, please let us know so we can get you registered. Those that are wanting to go can drive or carpool with others of the governing body. I will have to drive myself as I have to stay the night to attend a meeting the next day.

5. City Leaders Academy – April 12th-13th in Manhattan, Kansas

The City Leaders Academy, formerly known as the Governing Body Institute, is put on by the League of Kansas Municipalities. This is a great opportunity for elected officials, especially newly elected officials, to learn more about the foundation to local government skills. If you are interested in attending the City Leaders Academy, please let us know.

<https://www.lkm.org/page/CityLeadersAcademy>



Mulvane, KS

Check Report

By Check Number

Date Range: 12/01/2023 - 12/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK-POOL						
01117	CARSON BANK	12/21/2023	Bank Draft	0.00	4,905.00	7542
01041	ALL COVERED	12/07/2023	Regular	0.00	6,616.88	60548
00071	CENTRAL POWER SYS & SERV INC	12/07/2023	Regular	0.00	570.00	60549
00075	CHENEY DOOR CO., INC.	12/07/2023	Regular	0.00	505.00	60550
00101	CHRISTOPHER DAVIS	12/07/2023	Regular	0.00	670.00	60551
00170	CORE & MAIN	12/07/2023	Regular	0.00	308.00	60552
10223	CRH COFFEE INC	12/07/2023	Regular	0.00	564.10	60553
00461	EVERGY	12/07/2023	Regular	0.00	6,107.74	60554
10348	FLEXIBLE BENEFIT SERVICE CORPORATION	12/07/2023	Regular	0.00	264.00	60555
00145	FOUR STATE MAINTENANCE SUPPLY INC	12/07/2023	Regular	0.00	100.56	60556
10453	FREDERICK A BOLTON	12/07/2023	Regular	0.00	180.00	60557
00152	GARNETT AUTO SUPPLY, INC.	12/07/2023	Regular	0.00	173.18	60558
10221	GATEWAY WIRELESS & NETWORK SERVICES LLC	12/07/2023	Regular	0.00	70.00	60559
10364	GOEDECKE SURVEYING, LLC	12/07/2023	Regular	0.00	1,638.00	60560
00255	INDUSTRIAL UNIFORM COMPANY LLC	12/07/2023	Regular	0.00	107.20	60561
00201	J.P. COOKE CO	12/07/2023	Regular	0.00	89.35	60562
00254	JAMES LARRY LINN, ATTY AT LAW	12/07/2023	Regular	0.00	2,000.00	60563
10391	JOY KAY WILLIAMS	12/07/2023	Regular	0.00	2,000.00	60564
10465	JUMPSTART	12/07/2023	Regular	0.00	1,283.05	60565
00209	KANSAS GAS SERVICE	12/07/2023	Regular	0.00	1,616.96	60566
00217	KANSAS ONE-CALL SYSTEM, INC.	12/07/2023	Regular	0.00	111.60	60567
10552	KONICA MINOLTA BUSINESS SOLUTIONS	12/07/2023	Regular	0.00	493.66	60568
00243	KROGER-DILLONS CUSTOMER CHARGE	12/07/2023	Regular	0.00	146.33	60569
10312	LEXIPOL, LLC	12/07/2023	Regular	0.00	3,402.00	60570
00257	LOWES BUSINESS ACCOUNT	12/07/2023	Regular	0.00	2,011.33	60571
01219	MERIDIAN ANALYTICAL LABS LLC	12/07/2023	Regular	0.00	80.00	60572
00357	MICHAEL J. ROBINSON	12/07/2023	Regular	0.00	1,152.40	60573
00357	MICHAEL J. ROBINSON	12/07/2023	Regular	0.00	215.71	60574
10091	MULVANE REC CENTER	12/07/2023	Regular	0.00	510.00	60575
10349	NATHAN WERTH	12/07/2023	Regular	0.00	9,439.45	60576
10349	NATHAN WERTH	12/07/2023	Regular	0.00	1,508.75	60577
10349	NATHAN WERTH	12/07/2023	Regular	0.00	5,089.00	60578
01122	OMAHA TRUCK CENTER COMPANY INC	12/07/2023	Regular	0.00	648.34	60579
00307	O'REILLY AUTO ENTERPRISES LLC	12/07/2023	Regular	0.00	630.23	60580
	Void	12/07/2023	Regular	0.00	0.00	60581
	Void	12/07/2023	Regular	0.00	0.00	60582
00323	PETTY CASH-CITY OF MULVANE	12/07/2023	Regular	0.00	4,666.82	60583
00458	PHILIP L. WEISER	12/07/2023	Regular	0.00	600.00	60584
00340	QUILL CORPORATION	12/07/2023	Regular	0.00	524.04	60585
00348	REED CARWASH INC.	12/07/2023	Regular	0.00	80.00	60586
00112	RK BLACK INC	12/07/2023	Regular	0.00	39.28	60587
00104	RODNEY L SCHUMOCK	12/07/2023	Regular	0.00	270.00	60588
10306	RUUD CONCRETE LLC	12/07/2023	Regular	0.00	449.00	60589
00363	S & G ASSOCIATES, INC	12/07/2023	Regular	0.00	1,010.00	60590
00366	SAFETY PLUS FIRST AID & SAFETY INC	12/07/2023	Regular	0.00	39.48	60591
00379	SEDGWICK CO DIVISION OF FINANC	12/07/2023	Regular	0.00	2,615.55	60592
00385	SHIRTS PLUS INC	12/07/2023	Regular	0.00	245.95	60593
10483	SJC LIGHTS LLC	12/07/2023	Regular	0.00	2,754.50	60594
00401	STANION WHOLESALE ELECTRIC CO INC OF	12/07/2023	Regular	0.00	4,945.48	60595
10269	SUPERIOR EMERGENCY RESPONSE VEHICLES LLC	12/07/2023	Regular	0.00	4,200.00	60596
00411	TELEFLEX INC./ARROW	12/07/2023	Regular	0.00	862.50	60597
00443	VERIZON WIRELESS	12/07/2023	Regular	0.00	80.02	60598
00446	VIA CHRISTI HOME MEDICAL LLC	12/07/2023	Regular	0.00	465.00	60599
10450	WAV SERVICES INC.	12/07/2023	Regular	0.00	9,562.00	60600

Check Report

Date Range: 12/01/2023 - 12/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00094	WICHITA WATER CONDITIONING, INC.	12/07/2023	Regular	0.00	75.86	60601
10571	APEX EXCAVATING LLC	12/13/2023	Regular	0.00	89,958.29	60603
10571	APEX EXCAVATING LLC	12/13/2023	Regular	0.00	16,357.50	60604
10151	ARMSCOR CARTRIDGE INCORPORATED	12/13/2023	Regular	0.00	1,622.00	60605
00027	AT&T	12/13/2023	Regular	0.00	176.48	60606
01094	AUSTIN HOSE	12/13/2023	Regular	0.00	128.73	60607
00071	CENTRAL POWER SYS & SERV INC	12/13/2023	Regular	0.00	2,693.01	60608
01081	CMI INC	12/13/2023	Regular	0.00	63.25	60609
00092	COX COMMUNICATIONS	12/13/2023	Regular	0.00	104.41	60610
00092	COX COMMUNICATIONS	12/13/2023	Regular	0.00	3,384.49	60611
00168	DON HATTAN CHEVROLET, INC.	12/13/2023	Regular	0.00	371.44	60612
00145	FOUR STATE MAINTENANCE SUPPLY INC	12/13/2023	Regular	0.00	79.20	60613
00149	GALAXIE BUSINESS EQUIPMENT, INC.	12/13/2023	Regular	0.00	492.66	60614
10068	HECTOR SAMUEL RIVERA	12/13/2023	Regular	0.00	75.00	60615
00176	HILLSIDE NURSERY	12/13/2023	Regular	0.00	1,787.00	60616
00196	INTRUST CARD CENTER	12/13/2023	Regular	0.00	4,735.88	60617
	Void	12/13/2023	Regular	0.00	0.00	60618
	Void	12/13/2023	Regular	0.00	0.00	60619
	Void	12/13/2023	Regular	0.00	0.00	60620
10297	KANEQUIP INC.	12/13/2023	Regular	0.00	164.55	60621
00233	KANSASLAND TIRE CO. INC.	12/13/2023	Regular	0.00	689.00	60622
00265	KAY L MCCLURE	12/13/2023	Regular	0.00	150.00	60623
00266	MCKEE CLEAR SERVICE SOLUTIONS INC	12/13/2023	Regular	0.00	50.00	60624
00195	MCWI BENTURES LLC	12/13/2023	Regular	0.00	123.20	60625
10022	MIDWEST MOTOR SUPPLY CO. INC	12/13/2023	Regular	0.00	317.25	60626
01163	MOTOROLA SOLUTIONS, INC.	12/13/2023	Regular	0.00	102,319.02	60627
10580	MULVANE AUTOMOTIVE AND TIRE REPAIR LLC	12/13/2023	Regular	0.00	20.00	60628
00283	MULVANE COOPERATIVE UNION	12/13/2023	Regular	0.00	5,616.20	60629
00283	MULVANE COOPERATIVE UNION	12/13/2023	Regular	0.00	2,890.92	60630
10349	NATHAN WERTH	12/13/2023	Regular	0.00	589.06	60631
01300	NOWAK CONSTRUCTION CO., INC.	12/13/2023	Regular	0.00	12,558.10	60632
00458	PHILIP L. WEISER	12/13/2023	Regular	0.00	750.00	60633
10461	QUADIENT FINANCE USA, INC.	12/13/2023	Regular	0.00	300.00	60634
00348	REED CARWASH INC.	12/13/2023	Regular	0.00	300.00	60635
10623	RENT THE CHEF LLC	12/13/2023	Regular	0.00	786.62	60636
00112	RK BLACK INC	12/13/2023	Regular	0.00	122.64	60637
00372	SAMS CLUB	12/13/2023	Regular	0.00	236.70	60638
10008	SCHAFFER MANUFACTURING COMPANY	12/13/2023	Regular	0.00	607.85	60639
00380	SEDGWICK CO. TREASURER	12/13/2023	Regular	0.00	1,223.35	60640
00407	SUMNER CO. SHERIFF	12/13/2023	Regular	0.00	1,225.00	60641
09874	SUMNER COUNTY TREASURER	12/13/2023	Regular	0.00	220.10	60642
10269	SUPERIOR EMERGENCY RESPONSE VEHICLES LLC	12/13/2023	Regular	0.00	5,225.00	60643
10183	WASTE MANAGEMENT	12/13/2023	Regular	0.00	941.57	60644
10622	WESLEY CAPPS	12/13/2023	Regular	0.00	667.38	60645
00479	YOUNG & ASSOCIATES, P. A.	12/13/2023	Regular	0.00	12,554.50	60646
10497	ADVANTAGE COMMUNICATIONS INC	12/22/2023	Regular	0.00	29,254.89	60669
00012	AIRGAS USA, INC.	12/22/2023	Regular	0.00	139.14	60670
00051	BRENTAG SOUTHWEST, INC	12/22/2023	Regular	0.00	18,273.25	60671
10494	BTAC HOLDING CORP	12/22/2023	Regular	0.00	2,476.58	60672
10499	CENTER POINT, INC.	12/22/2023	Regular	0.00	143.82	60673
00071	CENTRAL POWER SYS & SERV INC	12/22/2023	Regular	0.00	570.00	60674
00075	CHENEY DOOR CO., INC.	12/22/2023	Regular	0.00	2,095.25	60675
00078	CITY OF AUGUSTA	12/22/2023	Regular	0.00	22,024.26	60676
10255	CRAFCO, INC.	12/22/2023	Regular	0.00	1,848.00	60677
10223	CRH COFFEE INC	12/22/2023	Regular	0.00	506.10	60678
00103	DE LAGE LANDEN INC	12/22/2023	Regular	0.00	77.44	60679
00168	DON HATTAN CHEVROLET, INC.	12/22/2023	Regular	0.00	3,885.68	60680
00160	GRAINGER, W.W. INC.	12/22/2023	Regular	0.00	313.40	60681
00166	HARBOR FREIGHT TOOLS	12/22/2023	Regular	0.00	47.19	60682
00030	JOHN DEERE FINANCIAL	12/22/2023	Regular	0.00	331.89	60683
00220	KANSAS POWER POOL	12/22/2023	Regular	0.00	200,492.52	60684

Check Report

Date Range: 12/01/2023 - 12/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
10326	Konica Minolta Premier Finance	12/22/2023	Regular	0.00	139.30	60685
00252	LIFE-ASSIST, INC.	12/22/2023	Regular	0.00	2,323.56	60686
01219	MERIDIAN ANALYTICAL LABS LLC	12/22/2023	Regular	0.00	120.00	60687
10500	MIDWEST TAPE, LLC.	12/22/2023	Regular	0.00	234.41	60688
01163	MOTOROLA SOLUTIONS, INC.	12/22/2023	Regular	0.00	6,728.92	60689
01163	MOTOROLA SOLUTIONS, INC.	12/22/2023	Regular	0.00	40,175.94	60690
01163	MOTOROLA SOLUTIONS, INC.	12/22/2023	Regular	0.00	24,657.56	60691
10580	MULVANE AUTOMOTIVE AND TIRE REPAIR LLC	12/22/2023	Regular	0.00	30.00	60692
00291	MULVANE PUBLIC LIBRARY	12/22/2023	Regular	0.00	3,430.00	60693
00310	OMNI SERVICES GROUP LLC	12/22/2023	Regular	0.00	1,214.49	60694
09960	OPTIV SECURITY INC.	12/22/2023	Regular	0.00	713.37	60695
09985	PETER A. MACKINNEY	12/22/2023	Regular	0.00	2,400.00	60696
01043	QUALITY UTILITY EQUIPMENT SERVICE TESTING	12/22/2023	Regular	0.00	3,495.00	60697
00340	QUILL CORPORATION	12/22/2023	Regular	0.00	2,391.16	60698
09928	SOUTH CENTRAL COMMERCIAL MECHANICAL,	12/22/2023	Regular	0.00	355.38	60699
00423	TRIPLETT WOOLF & GARRETSON LLC	12/22/2023	Regular	0.00	1,915.00	60700
00443	VERIZON WIRELESS	12/22/2023	Regular	0.00	496.26	60701
00459	WESCO	12/22/2023	Regular	0.00	13,227.46	60702
00479	YOUNG & ASSOCIATES, P. A.	12/22/2023	Regular	0.00	4,212.50	60703
01003	BARCO MUNICIPAL PRODUCTS INC	12/29/2023	Regular	0.00	419.83	60706
00447	CAPITAL ONE	12/29/2023	Regular	0.00	18.49	60707
00080	CITY OF MULVANE-UTILITIES	12/29/2023	Regular	0.00	19,562.73	60708
00170	CORE & MAIN	12/29/2023	Regular	0.00	64.66	60709
00168	DON HATTAN CHEVROLET, INC.	12/29/2023	Regular	0.00	68.56	60710
01078	EMC INSURANCE COMPANIES	12/29/2023	Regular	0.00	646.00	60711
00461	EVERGY	12/29/2023	Regular	0.00	582.06	60712
00130	EXCELSIOR BLOWER SYSTEMS, INC	12/29/2023	Regular	0.00	10,560.20	60713
10547	FIRST WIRELESS, INC.	12/29/2023	Regular	0.00	538.00	60714
10475	FLOCK GROUP INC	12/29/2023	Regular	0.00	350.00	60715
10453	FREDERICK A BOLTON	12/29/2023	Regular	0.00	230.00	60716
00149	GALAXIE BUSINESS EQUIPMENT, INC.	12/29/2023	Regular	0.00	5,738.63	60717
00150	GALL'S INC.	12/29/2023	Regular	0.00	455.49	60718
10522	GFL ENVIRONMENTAL SERVICES USA, INC.	12/29/2023	Regular	0.00	221.91	60719
00196	INTRUST CARD CENTER	12/29/2023	Regular	0.00	8,009.45	60720
	Void	12/29/2023	Regular	0.00	0.00	60721
	Void	12/29/2023	Regular	0.00	0.00	60722
	Void	12/29/2023	Regular	0.00	0.00	60723
00274	JHO INC	12/29/2023	Regular	0.00	255.00	60724
00209	KANSAS GAS SERVICE	12/29/2023	Regular	0.00	533.01	60725
00226	KANSAS STATE TREASURER	12/29/2023	Regular	0.00	1,843.87	60726
00233	KANSASLAND TIRE CO. INC.	12/29/2023	Regular	0.00	807.52	60727
00252	LIFE-ASSIST, INC.	12/29/2023	Regular	0.00	1,550.57	60728
00257	LOWES BUSINESS ACCOUNT	12/29/2023	Regular	0.00	1,229.01	60729
01219	MERIDIAN ANALYTICAL LABS LLC	12/29/2023	Regular	0.00	984.00	60730
00272	MIDWEST TRUCK EQUIPMENT INC.	12/29/2023	Regular	0.00	965.13	60731
10562	MUNICIPAL SUPPLY INC.	12/29/2023	Regular	0.00	650.01	60732
00302	NATIONAL SIGN COMPANY, INC	12/29/2023	Regular	0.00	2,583.33	60733
09960	OPTIV SECURITY INC.	12/29/2023	Regular	0.00	59.45	60734
00307	O'REILLY AUTO ENTERPRISES LLC	12/29/2023	Regular	0.00	77.76	60735
00323	PETTY CASH-CITY OF MULVANE	12/29/2023	Regular	0.00	3,281.84	60736
00340	QUILL CORPORATION	12/29/2023	Regular	0.00	8.54	60737
00395	SOUTHERN KANSAS SWAT	12/29/2023	Regular	0.00	2,772.00	60738
00401	STANION WHOLESALE ELECTRIC CO INC OF	12/29/2023	Regular	0.00	9,892.99	60739
10397	STROOT LOCKERS	12/29/2023	Regular	0.00	150.00	60740
00415	TG TECHNICAL SERVICES INC	12/29/2023	Regular	0.00	305.00	60741
00369	THE SALINA SUPPLY COMPANY	12/29/2023	Regular	0.00	681.72	60742
00397	T-MOBILE	12/29/2023	Regular	0.00	264.79	60743
00423	TRIPLETT WOOLF & GARRETSON LLC	12/29/2023	Regular	0.00	4,060.00	60744
10366	UNDERGROUND VAULTS & STORAGE, INC	12/29/2023	Regular	0.00	35.70	60745
00443	VERIZON WIRELESS	12/29/2023	Regular	0.00	121.07	60746
10183	WASTE MANAGEMENT	12/29/2023	Regular	0.00	932.39	60747

Check Report

Date Range: 12/01/2023 - 12/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00459	WESCO	12/29/2023	Regular	0.00	51,591.76	60748
00094	WICHITA WATER CONDITIONING, INC.	12/29/2023	Regular	0.00	86.25	60749

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	337	169	0.00	880,394.09
Manual Checks	0	0	0.00	0.00
Voided Checks	0	8	0.00	0.00
Bank Drafts	1	1	0.00	4,905.00
EFT's	0	0	0.00	0.00
	338	178	0.00	885,299.09

Check Report

Date Range: 12/01/2023 - 12/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PYBNK-PAYROLL-POOL						
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	12/08/2023	Regular	0.00	78.46	60544
10066	KAHRS LAW OFFICES, P.A.	12/08/2023	Regular	0.00	204.24	60545
01016	KANSAS PAYMENT CENTER	12/08/2023	Regular	0.00	552.00	60546
10540	PITTINGER LAW GROUP, LLC	12/08/2023	Regular	0.00	204.24	60547
00079	CITY OF MULVANE	12/07/2023	Regular	0.00	1,526.51	60602
01012	AFLAC	12/22/2023	Regular	0.00	367.15	60648
01013	AFLAC GROUP INSURANCE	12/22/2023	Regular	0.00	1,029.53	60649
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	12/22/2023	Regular	0.00	78.46	60650
10066	KAHRS LAW OFFICES, P.A.	12/22/2023	Regular	0.00	200.44	60651
01016	KANSAS PAYMENT CENTER	12/22/2023	Regular	0.00	552.00	60652
01022	LEGAL SHIELD	12/22/2023	Regular	0.00	507.30	60653
10540	PITTINGER LAW GROUP, LLC	12/22/2023	Regular	0.00	200.44	60654
01018	AXA EQUITABLE - EQUI-VEST	12/22/2023	Regular	0.00	3,920.00	60704
00079	CITY OF MULVANE	12/22/2023	Regular	0.00	1,525.25	60705
01021	KPERS	12/08/2023	Bank Draft	0.00	20,850.49	DFT0003565
01021	KPERS	12/08/2023	Bank Draft	0.00	11,698.77	DFT0003566
01026	IRS	12/08/2023	Bank Draft	0.00	26,162.42	DFT0003567
01026	IRS	12/08/2023	Bank Draft	0.00	20,782.85	DFT0003568
01031	KANSAS DEPT OF REVENUE	12/08/2023	Bank Draft	0.00	9,457.07	DFT0003569
01026	IRS	12/08/2023	Bank Draft	0.00	6,118.58	DFT0003570
00106	DELTA DENTAL OF KANSAS	12/01/2023	Bank Draft	0.00	304.19	DFT0003571
00106	DELTA DENTAL OF KANSAS	12/01/2023	Bank Draft	0.00	301.23	DFT0003572
00106	DELTA DENTAL OF KANSAS	12/01/2023	Bank Draft	0.00	264.16	DFT0003573
00106	DELTA DENTAL OF KANSAS	12/01/2023	Bank Draft	0.00	1,514.43	DFT0003574
00106	DELTA DENTAL OF KANSAS	12/01/2023	Bank Draft	0.00	338.20	DFT0003575
00106	DELTA DENTAL OF KANSAS	12/01/2023	Bank Draft	0.00	301.32	DFT0003576
00106	DELTA DENTAL OF KANSAS	12/01/2023	Bank Draft	0.00	264.16	DFT0003577
00106	DELTA DENTAL OF KANSAS	12/01/2023	Bank Draft	0.00	1,514.70	DFT0003578
00408	SURENCY LIFE & HEALTH	12/01/2023	Bank Draft	0.00	691.12	DFT0003579
01021	KPERS	12/22/2023	Bank Draft	0.00	483.14	DFT0003581
01021	KPERS	12/22/2023	Bank Draft	0.00	18,470.10	DFT0003582
01021	KPERS	12/22/2023	Bank Draft	0.00	11,351.70	DFT0003583
01026	IRS	12/22/2023	Bank Draft	0.00	24,717.48	DFT0003585
01026	IRS	12/22/2023	Bank Draft	0.00	19,440.74	DFT0003586
01031	KANSAS DEPT OF REVENUE	12/22/2023	Bank Draft	0.00	8,799.95	DFT0003587
01026	IRS	12/22/2023	Bank Draft	0.00	5,780.66	DFT0003588
01028	KANSAS DEPT OF LABOR	12/29/2023	Bank Draft	0.00	842.65	DFT0003590
01028	KANSAS DEPT OF LABOR	12/29/2023	Bank Draft	0.00	890.36	DFT0003591
01028	KANSAS DEPT OF LABOR	12/29/2023	Bank Draft	0.00	833.95	DFT0003592
01028	KANSAS DEPT OF LABOR	12/29/2023	Bank Draft	0.00	795.94	DFT0003593
01028	KANSAS DEPT OF LABOR	12/29/2023	Bank Draft	0.00	811.30	DFT0003594
01028	KANSAS DEPT OF LABOR	12/29/2023	Bank Draft	0.00	984.62	DFT0003595

Bank Code PYBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	19	14	0.00	10,946.02
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	28	28	0.00	194,766.28
EFT's	0	0	0.00	0.00
	47	42	0.00	205,712.30

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	356	183	0.00	891,340.11
Manual Checks	0	0	0.00	0.00
Voided Checks	0	8	0.00	0.00
Bank Drafts	29	29	0.00	199,671.28
EFT's	0	0	0.00	0.00
	385	220	0.00	1,091,011.39

Fund Summary

Fund	Name	Period	Amount
999	Pool Cash Fund	12/2023	1,091,011.39
			1,091,011.39

Approved

Date

City Council Meeting
January 17, 2024

TO: Mayor & City Council
FR: Sherry Johnson
RE: Liquor License
ACTION: Approve the Application

Background:

The City Council must approve the Liquor License for Lily's Cheers to do business.

Analysis:

City staff have worked with the vendor and all paperwork has been filled out properly.

Financial Considerations:

The proper licensing fees have been paid by the applicant.

Legal Considerations:

The application forms have been reviewed by the City Attorney.

Recommendation:

Motion to approve a liquor license for Lily's Cheers.

APPLICATION FOR LICENSE FOR SALE OF LIQUOR
CALENDAR YEARS 2023 and 2024,2025

The City of Mulvane, Sedgwick & Sumner Counties, Kansas) ss:
The State of Kansas:

Application for: _____ Class 'A' Club (\$500) _____ Drinking Establishment (\$500)
_____ Class 'B' Club (\$500) _____ Farm Winery (\$600)
 General Retail (\$600)

TO THE MAYOR AND CITY COUNCIL:

I hereby apply for a license for sale of liquor within the corporate limits of the City, in compliance with all applicable Federal, State and Local laws, Rules and Regulations, as amended.

In support of this application, I submit the following statements under oath or affirmation under the pains and penalties of perjury:

1. NAME OF PERSON/ENTITY TO WHOM STATE LICENSE ISSUED:
(A copy of your current Kansas Liquor License must be attached.)
Lilys Cheers / Carlos Ramos

STATE LICENSE NUMBER:
16701

2. STREET ADDRESS OF PREMISES TO BE LICENSED:
509 n 2nd

DESCRIPTION OF STRUCTURE OF PREMISES:
(Block, composite, wood, etc.)
Block

3. NAME UNDER WHICH BUSINESS CONDUCTED:
(State whether a corporation, partnership, limited liability company or sole proprietorship)
Lilys Cheers LLC

NAME OF INDIVIDUAL/APPLICANT:
Carlos Ramos
Age 38 Date of Birth [REDACTED] Place of Birth Chihuahua, Mexico
Length of Residence in Kansas: 37 in County Sedgwick

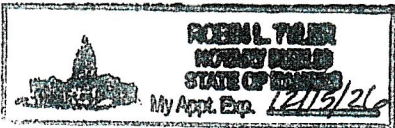
NAME AND ADDRESS OF OTHER OWNER(S):
(Use space on reverse side, if necessary)
—

THE LICENSE FEE MUST ACCOMPANY THIS APPLICATION

APPLICANT MUST SUBMIT FINGERPRINTS TO THE CHIEF OF POLICE

Applicant Carlos Ramos of lawful age, being first duly sworn upon oath, deposes and states that s/he hereby agrees to comply with all applicable Federal, State and Local laws, rules and regulations provided for from time to time in connection with the business described above. Applicant understands that violation(s) of applicable laws, rules and regulations constitute grounds for revocation of any license issued hereunder. Applicant further states that s/he has read the above to be true, correct and complete to the best of her/his information, knowledge, and belief.

SO HELP ME GOD.



Carlos Ramos
SIGNATURE OF APPLICANT

SUBSCRIBED AND SWORN to before me this 15th day of DECEMBER, 2023

Robert W. Wells
NOTARY PUBLIC

My Commission Expires: 12/15/2026

**Kansas Alcoholic Beverage Control Division
Liquor License**

Retailer's License

OWNER NAME: **Lilys Cheers LLC**
DBA: **Lilys Cheers**
ADDRESS: **509 N 2nd Avenue**
Mulvane, KS 67110

LICENSE NO: 16701

The licensee named above has been granted a liquor license by the Kansas Department of Revenue, Alcoholic Beverage Control Division. This license is neither transferable nor assignable and is subject to suspension or revocation.

PRIVILEGES:

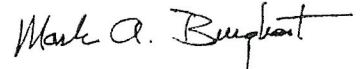
Allows the licensee to serve free samples of alcoholic liquor; make retail sales of alcoholic liquor, cereal malt beverage, non-alcoholic malt beverage and all other goods and services; deliver alcoholic liquor and cereal malt beverage in the original package to certain other licensees and other sales as authorized by K.S.A. 41-308 and K.S.A. 41-308d.

AGREEMENT:

By accepting this license, the licensee agrees to conduct business in compliance with all applicable federal, state, county and city statutes and regulations.



Debbi Beavers
Director, Alcoholic Beverage Control



Mark A. Burghart
Secretary of Revenue

EFFECTIVE: 01/06/2024

EXPIRES: 01/05/2026

THIS LICENSE MUST BE FRAMED AND POSTED ON THE PREMISES IN A CONSPICUOUS PLACE

IMPORTANT INFORMATION

Contact the ABC Licensing Unit at 785-296-7015 or email Kdor_abc.licensing@ks.gov if you have any:

- questions regarding this license
- changes to your business name, location, ownership or officers
- questions about filing gallonage tax; if applicable

Contact your local ABC Enforcement Agent at 785-296-7015 or visit our website at <http://www.ksrevenue.gov/abccontact.html>

Contact the Miscellaneous Tax Segment at 785-368-8222 or email Kdor_miscellaneous.tax@ks.gov if you:

- need assistance with liquor drink or liquor enforcement taxes
- have questions about liquor drink tax bonds, bond relief or bond release

CLOSING YOUR BUSINESS

If you are closing your business, you must surrender your liquor license and complete the form at <https://www.ksrevenue.gov/pdf/abc824.pdf>

CITY COUNCIL MEETING
January 17th, 2024

TO: Mayor and City Council
SUBJECT: **AMI Support – Core & Main Invoice**
FROM: Kevin Baker – Public Works Director
ACTION: **Approve Core & Main Invoice for AMI Support**

Background:

The Mulvane City Council approved the purchase of an Advanced Meter Infrastructure (AMI) system on November 21st, 2016. The purchase price was \$1,076,013.15.

This system provides our utility automated, two-way communication between the smart meters with an IP address. The AMI system provides real-time data about power consumption and allows our utility customers to make informed decisions about energy usage based on the price at the time of use.

The AMI antennas have been installed on both water towers. A final total of 2568 water meters and 2774 electric meters have been installed. The AMI system purchased is compatible with Tyler Tech, the City’s utility billing system.

Analysis:

The AMI system has an *annual* Software as a Service (SaaS) fee. This fee includes data a collector for annual maintenance on each collector. Attached is an invoice from Core & Main in the amount of \$23,091.08.

Financial Considerations:

The invoice will be paid for from the following Utility accounts:

Electric Distribution	511-10-526	\$ 3,810.03
Electric Production	511-09-526	\$ 3,810.03
Water	512-13-526	\$ 7,620.06
Sewer Distribution	513-11-526	\$ 3,925.48
Sewer Production	513-12-526	\$ 3,925.48

Legal Considerations:

As per City Attorney

Recommendation/Action:

Motion to pay the invoice from Core & Main in the amount of \$23,091.08 for the 2024 Annual Software Service Fee for Advanced Meter Infrastructure.



DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # U191465
Invoice Date 1/09/24
Account # 173780
Sales Rep SHANE HUGHES
Phone # 316-721-1698
Branch #489 Wichita, KS
Total Amount Due \$23,091.08

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

CITY OF MULVANE
211 N 2ND AVE
MULVANE KS 67110-1595

Shipped To:
410 W BRIDGE
MULVANE, KS

CUSTOMER JOB- RNI ANNUAL FEES

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered Date Shipped Customer PO # Job Name Job # Bill of Lading Shipped Via Invoice#
1/05/24 12/28/23 SEE BELOW RNI ANNUAL FEES DIRECT U191465

Product Code Description Quantity Ordered Shipped B/O Price UM Extended Price

CUSTOMER PO#- RNI FEES W/ SA FEES

CORE & MAIN PO#- 1637411

/45017622611 ANNUAL RNI FEES W/ SA FEES 1 1 23091.08000 EA 23,091.08
COVERAGE FROM 2/22/24-2/21/25

Freight Delivery Handling Restock Misc

Terms: NET 30
Ordered By: ANNUAL

Subtotal: 23,091.08
Other: .00
Tax: .00
Invoice Total: \$23,091.08

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions please visit: <http://tandc.coreandmain.com/>